

Company number 02352752

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COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BRADTEC DECON TECHNOLOGIES LIMITED (Company)

CIRCULATION DATE: July 12th 2013

Pursuant to the authority given by Chapter 2 of Part 13 of the Companies Act 2006 the directors of the Company propose that the following resolution is passed as a special resolution:

SPECIAL RESOLUTION

THAT the regulations contained in the document attached to this resolution be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolution.

The undersigned, being the sole shareholder of the Company, hereby irrevocably agree to the resolution as indicated above

Signed for and on behalf of **ONET S.A.**

M. Denis GASQUET

Date

July 12th 2013

NOTES

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - (a) **By Hand:** delivering the signed copy to the Company's registered office
 - (b) **Post** returning the signed copy by post to the Company's registered office.

If you do not agree to the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply

2. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
3. Unless within 28 days of the Circulation Date set out above sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date

Company No. 02352752

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
BRADTEC DECON TECHNOLOGIES LIMITED**

(adopted by special resolution passed on 12th July 2013)



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PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1(1) In these Articles, unless the context requires otherwise

"Act"	means the Companies Act 2006,
"Appointor"	has the meaning given in article 23(1);
"Articles"	means the Company's articles of association for the time being in force,
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
"Business Day"	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
"Chairman"	has the meaning given in article 12(2);
"Chairman of the Meeting"	has the meaning given in article 52(4);
"Companies Acts"	means the Act, Part 2 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and the provisions of the Companies Act 1985, in so far as they apply to the Company;
"Company"	means Bradtec Decon Technologies Limited,
"Conflict"	has the meaning given in article 15(1);
"Director"	means a director of the Company, and includes any person occupying the position of director, by whatever name called,
"Distribution Recipient"	has the meaning given in article 37(2),
"Document"	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
"Electronic Form"	means, in relation to a document or information, a document or information which is sent or supplied by electronic means (for example by e-mail or fax) or by any other means while in an electronic form (for example sending a disk by post);
"Eligible Director"	means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter),

"Fully Paid"	in relation to a Share, means that the nominal value and any premium to be Paid to the Company in respect of that Share have been Paid to the Company;
"Group"	means in relation to a company, the Holding Company of the company, any Subsidiary of the company and any Subsidiary of any such Holding Company,
"Hard Copy Form"	means, in relation to a document or information, a document or information which is sent or supplied in a paper copy or similar form capable of being read,
"Holder"	in relation to Shares, means the person whose name is entered in the register of members as the holder of the Shares,
"Holding Company"	has the meaning given in this article 1(1) in the definition of "Subsidiary";
"Instrument"	means a Document in Hard Copy Form,
"Model Articles"	means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended from time to time,
"Onet Technologies"	means Onet Technologies SAS, a company incorporated in France,
"Ordinary Resolution"	means a resolution of the Shareholders that is passed by a simple majority;
"Paid"	means paid or credited as paid;
"Participate"	in relation to a Directors' meeting, has the meaning given in article 10(1) and "Participating" shall be construed accordingly,
"Proxy Notice"	has the meaning given in article 58(1);
"Qualifying Person"	means a Shareholder, a person authorised under the Act to act as the representative of a corporation in relation to a general meeting or a person appointed as proxy of a Shareholder in relation to a general meeting;
"Shareholder"	means a person who is the holder of a Share and "Shareholders" shall be construed accordingly;
"Shares"	means Shares in the Company and "Share" shall be construed accordingly;
"Special Resolution"	means a resolution of the Shareholders that is passed by a majority of not less than 75%;

"Subsidiary"	means a company in relation to which another company (its "Holding Company") holds a majority of the voting rights in it, is a member of it and has the right to appoint or remove a majority of its board of directors or is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it;
"Table A"	means the regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended from time to time,
"Transmittee"	means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law, and
"Writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

- 1(2) Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1(3) Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1(4) A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1(5) Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1(6) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1(7) No regulations contained in any statute, statutory provision or subordinate legislation, including but not limited to Table A and the Model Articles, apply as the regulations or articles of association of the Company.

2. **Liability of Shareholders**

- 2(1) The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

- 3(1) Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4. Shareholders' reserve power

- 4(1) The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action
- 4(2) No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

5 Directors may delegate

- 5(1) Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee (provided always that the person is, or the persons who make up the committee are, officers or employees of any member of the Company's Group);
- (b) by such means in Writing (including by power of attorney);
- (c) to such an extent,
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

- 5(2) Any person or committee to whom the Directors delegate any of their powers pursuant to article 5(1) may only sub-delegate the Directors' powers if the Directors specifically authorise them in Writing to do so
- 5(3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions
- 5(4) The delegation by Directors pursuant to this article of any of the powers which are conferred on them under the Articles does not absolve or excuse the Directors from complying with their duties to the Company.

6. Committees

- 6(1) Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

- 6(2) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

7 Directors to take decisions collectively

- 7(1) The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- 7(2) A Director who is also the representative of a corporate Director shall be entitled to a separate vote (in addition to his own vote) on behalf of the corporate Director he represents
- 7(3) If
- (a) the Company only has one Director for the time being; and
 - (b) no provision of the Articles requires it to have more than one Director,
- the general rule in article 7(1) does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

8 Unanimous decisions

- 8(1) A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 8(2) Such a decision may take the form of a resolution in Writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in Writing
- 8(3) A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a Directors' meeting.

9. Calling a Directors' meeting

- 9(1) Any Director may call a Directors' meeting by giving not less than 8 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors
- 9(2) Notice of any Directors' meeting must indicate
- (a) its proposed date and time,
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 9(3) Notice of any Directors' meeting must be accompanied by:

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
 - (b) copies of any papers to be discussed at the meeting.
- 9(4) Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of Directors unless all the Directors agree in Writing.
- 9(5) Notice of a Directors' meeting shall be given to each Director in Writing.
- 9(6) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at the meeting itself or at any other time not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

10 Participation in Directors' meetings

- 10(1) Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others in real time any information or opinions they have on any particular item of the business of the meeting (whether by way of telephone conference call or otherwise).
- 10(2) Subject to article 10(1), Directors' meetings may be held by telephone-conference or video-conference provided that
- (a) the intention to use such facilities is notified to the Directors pursuant to article 9.2(c);
 - (b) the Chairman is able to identify each person in attendance and to confirm that each such person is entitled to Participate in the meeting; and
 - (c) all those Participating in the meeting are able to follow the discussions and the votes on the business of the meeting, have visual access to the papers to be discussed at the meeting and are able to vote on the business of the meeting in real time.
- 10(3) Subject to articles 10(1) and 10(2), in determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10(4) If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11. Quorum for Directors' meetings

- 11(1) At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11(2) Subject to article 11(3), the quorum for the transaction of business at a meeting of Directors is two Directors provided always that

- (a) for so long as Pierre Bertet and Onet Technologies are Directors, a meeting of Directors will only be quorate if Pierre Bertet (or his alternate) and the authorised representative of Onet Technologies (or his alternate) are each Participating in the meeting, at which meeting Pierre Bertet and the authorised representative of Onet Technologies shall have such number of votes as exceeds the total number of votes cast by the other Directors Participating in the meeting,
 - (b) if, at any time, Pierre Bertet ceases to be a director of the Company, a meeting of Directors will only be quorate if the authorised representative of Onet Technologies (or his alternate) is Participating in the meeting, at which meeting the authorised representative of Onet Technologies (or his alternate) shall have such number of votes as exceeds the total number of votes cast by the other Directors Participating in the meeting;
 - (c) if, at any time, Onet Technologies ceases to be a director of the Company, a meeting of Directors will only be quorate if Pierre Bertet (or his alternate) is Participating in the meeting, at which meeting Pierre Bertet shall have such number of votes as exceeds the total number of votes cast by the other Directors Participating in the meeting,
 - (d) if Pierre Bertet is the authorised representative of Onet Technologies , a quorum shall deemed to be present if Pierre Bertet is present, at which meeting Pierre Bertet shall be entitled to a separate vote (in addition to his own vote) on behalf of Onet Technologies.
- 11(3) For the purposes of any part of a meeting held pursuant to article 15 to authorise a Director's conflict that part of the meeting shall be quorate.
- (a) if the conflict relates to Pierre Bertet, if the authorised representative of Onet Technologies (or his alternate) is present (who shall, during the relevant part of the meeting, have such number of votes as exceeds the total number of votes cast by the other Directors Participating in the meeting) unless:
 - (i) Onet Technologies is not a director of the Company at that time;
 - (ii) Pierre Bertet is the authorised representative of Onet Technologies, or
 - (iii) Onet Technologies is not Participating in the meeting, whether as a result of not being an Eligible Director or otherwise,
 in which case that part of the meeting shall be quorate if one Eligible Director is present,
 - (b) if the conflict relates to Onet Technologies, if Pierre Bertet (or his alternate) is present (who shall, during the relevant part of the meeting, have such number of votes as exceeds the total number of votes cast by the other Directors Participating in the meeting) unless.
 - (i) Pierre Bertet is not a director of the Company at that time,
 - (ii) Pierre Bertet is the authorised representative of Onet Technologies; or

- (iii) Pierre Bertet is not Participating in the meeting, whether as a result of not being an Eligible Director or otherwise,

in which case that part of the meeting shall be quorate if one Eligible Director is present.

- 11(4) If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - (a) to appoint further Directors, or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further Directors

12 Chairing of Directors' meetings

- 12(1) Pierre Bertet (for so long as he is a director of the Company) or the authorised representative of Onet Technologies (for so long as Onet Technologies is a director of the Company) shall be appointed by the Directors to chair their meetings. If at any time Pierre Bertet and Onet Technologies have ceased to be Directors, the Directors may appoint any Director to chair their meetings.
- 12(2) The person so appointed for the time being is known as the "Chairman".
- 12(3) Subject always to article 12(1), the Directors may terminate the Chairman's appointment at any time
- 12(4) If Pierre Bertet is the Chairman and he is not Participating in a Directors' meeting within one hour of the time at which it was to start, the Participating Directors must appoint the authorised representative of Onet Technologies to chair it (if Onet Technologies is at that time a director of the Company and its authorised representative is Participating). If the authorised representative of Onet Technologies is not Participating or if Onet Technologies is not at that time a director of the Company, the meeting shall be adjourned to such time and date as the Directors may subsequently agree.
- 12(5) If the authorised representative of Onet Technologies is the Chairman and he or she is not Participating in a Directors' meeting within one hour of the time at which it was to start, the Participating Directors must appoint Pierre Bertet to chair it (if Pierre Bertet is at that time a director of the Company and he is Participating). If Pierre Bertet is not Participating or if Pierre Bertet is not at that time a director of the Company, the meeting shall be adjourned to such time and date as the Directors may subsequently agree
- 12(6) If any other Director is the Chairman and he or she is not Participating in a Directors' meeting within one hour of the time at which it was to start, the Participating Directors must appoint another Director present at the meeting to chair the meeting.

13 Casting vote

- 13(1) If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting has a casting vote, unless the Chairman or the Director chairing the meeting is not an Eligible Director for the purpose of that meeting (or part of a meeting), in which case:
 - (a) if Pierre Bertet is Chairman, the authorised representative of Onet Technologies shall have a casting vote unless:

- (i) Onet Technologies is not a director of the Company at that time,
- (ii) Pierre Bertet is the authorised representative of Onet Technologies, or
- (iii) Onet Technologies is not Participating in the meeting, whether as a result of not being an Eligible Director for the purpose of that meeting or otherwise,

in which case there shall be no casting vote

- (b) if the authorised representative of Onet Technologies is Chairman, Pierre Bertet shall have a casting vote unless,

- (i) Pierre Bertet is not a director of the Company at that time;
- (ii) Pierre Bertet is the authorised representative of Onet Technologies; or
- (iii) Pierre Bertet is not Participating in the meeting, whether as a result of not being an Eligible Director for the purpose of that meeting or otherwise,

in which case there shall be no casting vote

- (c) If any other Director is chairing the meeting, the Director chairing the meeting shall not have a casting vote

14. Transactions or other arrangements with the Company

14(1) Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company.

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors or of a committee of the Directors, or Participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 14(2) For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting
- 14(3) Subject to article 14(4), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive
- 14(4) If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as Participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 15 Directors' conflicts of interest**
- 15(1) The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict")
- 15(2) Any authorisation under this article will be effective only if.
- (a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 15(3) Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
- (c) be terminated or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation

15(4) In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

(a) disclose such information to the Directors or to any Director or other officer or employee of the Company, or

(b) use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence

15(5) Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director

(a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,

(b) is not given any Documents or other information relating to the Conflict; and

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict

15(6) Where the Directors authorise a Conflict:

(a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and

(b) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation

15(7) A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

16. Records of decisions to be kept

16(1) The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

17. Directors' discretion to make further rules

17(1) Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

18. Number of Directors

- 18(1) Unless otherwise determined by Ordinary Resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two

19. Methods of appointing Directors

- 19(1) Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director
- (a) by Ordinary Resolution, or
 - (b) by a decision of the Directors
- 19(2) In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmitttee(s) of the last Shareholder to have died or to have a Bankruptcy order made against him (as the case may be) have the right, by notice in Writing, to appoint a natural person (including a Transmitttee who is a natural person), who is willing to act and is permitted to do so, to be a Director.
- 19(3) For the purposes of article 19(2), where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

20 Termination of Director's appointment

- 20(1) A person ceases to be a Director as soon as:
- (a) that person ceases to be a Director by virtue of any provision of the Act (including, without limitation, pursuant to section 168 of the Act) or is prohibited from being a Director by law,
 - (b) a Bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
 - (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

21 Directors' remuneration

- 21(1) Directors may undertake any services for the Company that the Directors decide.
- 21(2) Directors are entitled to such remuneration as the Shareholders by Ordinary Resolution determine:
- (a) for their services to the Company as Directors; and
 - (b) for any other service which they undertake for the Company.
- 21(3) Subject to the Articles, a Director's remuneration may:
- (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 21(4) Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 21(5) Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested

22 Directors' expenses

- 22(1) The Company will pay any reasonable expenses which the Directors (including alternate Directors) properly incur in connection with their attendance at:
- (a) meetings of Directors or committees of Directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

ALTERNATE DIRECTORS

23. Appointment and removal of alternate directors

- 23(1) Any Director (the "Appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to
- (a) exercise that Director's powers, and
 - (b) carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

23(2) Any appointment or removal of an alternate must be effected by notice in Writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

23(3) The notice must:

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

24 Rights and responsibilities of alternate directors

24(1) An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor.

24(2) Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

24(3) A person who is an alternate director but not a Director:

- (a) may be counted as Participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not Participating);
- (b) may Participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not Participate); and
- (c) shall not be counted as more than one Director for the purposes of articles 24(3)(a) and (b).

24(4) A Director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

24(5) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the Company

25 Termination of alternate directorship

25(1) An alternate director's appointment as an alternate terminates

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in Writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the alternate's Appointor, or
- (d) when the alternate's Appointor's appointment as a Director terminates.

PART 3 SHARES AND DISTRIBUTIONS

SHARES

26. Issued share capital

- 26(1) The issued share capital of the Company at the date of adoption of these Articles is £75,002 divided into 75,002 ordinary shares of £1 each.
- 26(2) Subject to sections 549(2), 549(3) and 551(7) of the Act, the Directors shall have no authority to exercise the powers of the Company to allot Shares or to grant rights to subscribe for or to convert any security into Shares unless they are authorised to do so by Ordinary Resolution pursuant to section 551 of the Act

27 All Shares to be fully paid up

- 27(1) No Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue
- 27(2) This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum of association

28 Powers to issue different classes of Share

- 28(1) Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 28(2) The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

29. Company not bound by less than absolute interests

- 29(1) Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it

30 Share certificates

- 30(1) The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

- 30(2) Every certificate must specify.
- (a) in respect of how many Shares, of what class, it is issued,
 - (b) the nominal value of those Shares;
 - (c) that the Shares are Fully Paid, and
 - (d) any distinguishing numbers assigned to them.
- 30(3) No certificate may be issued in respect of Shares of more than one class.
- 30(4) If more than one person holds a Share, only one certificate may be issued in respect of it.
- 30(5) Certificates must be otherwise executed in accordance with the Companies Acts

31 Replacement share certificates

- 31(1) If a certificate issued in respect of a Shareholder's Shares is:
- (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares
- 31(2) A Shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence and the payment of a reasonable fee as the Directors decide.

32. Share transfers

- 32(1) Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 32(2) No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 32(3) The Company may retain any Instrument of transfer which is registered.
- 32(4) The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.

33 Transmission of Shares

- 33(1) If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.

- 33(2) A Transmittée who produces such evidence of entitlement to Shares as the Directors may properly require.
- (a) may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person, and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had
- 33(3) Subject to article 19(2), Transmittées do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution of the Shareholders, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares
- 34 Exercise of Transmittées' rights**
- 34(1) Transmittées who wish to become the holders of Shares to which they have become entitled must notify the Company in Writing of that wish.
- 34(2) If the Transmittée wishes to have a Share transferred to another person, the Transmittée must execute an Instrument of transfer in respect of it.
- 34(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred
- 35 Transmittées bound by prior notices**
- 35(1) If a notice is given to a Shareholder in respect of Shares and a Transmittée is entitled to those Shares, the Transmittée is bound by the notice if it was given to the Shareholder before the Transmittée's name, or the name of any person nominated under article 33(2), has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

- 36. Procedure for declaring dividends**
- 36(1) The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends
- 36(2) A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 36(3) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- 36(4) Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 36(5) If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

36(6) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

36(7) If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

37. Payment of dividends and other distributions

37(1) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the Distribution Recipient in Writing;
- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient in Writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in Writing, or
- (d) any other means of payment as the Directors agree with the Distribution Recipient in Writing

37(2) In the Articles, "the Distribution Recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:

- (a) the holder of the Share; or
- (b) if the Share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

38 No interest on distributions

38(1) The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the holder of that Share and the Company.

39. Unclaimed distributions

39(1) All dividends or other sums which are:

- (a) payable in respect of Shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

39(2) The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

39(3) If:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

40 Non-cash distributions

40(1) Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

40(2) For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

(a) fixing the value of any assets,

(b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and

(c) vesting any assets in trustees.

41. Waiver of distributions

41(1) Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in Writing to that effect, but if

(a) the Share has more than one holder, or

(b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

42. Authority to capitalise and appropriation of capitalised sums

42(1) Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions
- 42(2) Capitalised sums must be applied
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them
- 42(3) Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct
- 42(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the persons entitled or as they may direct
- 42(5) Subject to the Articles the Directors may
- (a) apply capitalised sums in accordance with article 42(3) and (4) partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

PART 4 DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

43. Convening of general meetings

- 43(1) The Directors may convene a general meeting of the Company whenever they think fit.
- 43(2) The Shareholders may require the Directors to call a general meeting of the Company.
- 43(3) The Directors are required to call a general meeting once the Company has received a request to do so from Shareholders representing at least the required percentage of such of the paid up capital of the Company as carries the right of voting at general meetings of the Company.
- 43(4) For the purpose of article 43(3), the required percentage is 10% unless more than 12 months have elapsed since the end of the last general meeting called in pursuance of

a requirement under article 43(2) or in relation to which any Shareholders had (by virtue of an enactment, the Articles or otherwise) rights with respect to the circulation of a resolution no less extensive than they would have had if the meeting had been so called at their request, in which case the required percentage is 5%

43(5) A request pursuant to article 43(3) must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may properly be moved and is intended to be moved at the meeting.

43(6) A resolution may properly be moved at a meeting unless:

- (a) it would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Articles or otherwise);
- (b) it is defamatory of any person; or
- (c) it is frivolous or vexatious.

43(7) A request pursuant to article 43(3) may be in Hard Copy Form or in Electronic Form and must be authenticated by the person or persons making it.

44 Directors' duty to call meeting required by Shareholders

44(1) Directors required pursuant to article 43 to call a general meeting of the Company must call a meeting within 21 days from the date on which they become subject to the requirement, to be held on a date no more than 28 days after the date of the notice convening the meeting

44(2) If the requests received by the Company identify a resolution intended to be moved at the meeting, the notice of the meeting must include notice of the resolution.

44(3) The business that may be dealt with at the meeting includes a resolution of which notice is given in accordance with this article

45. Power of Shareholders to call meeting at the Company's expense

45(1) If the Directors are required under article 43 to call a meeting and do not do so in accordance with article 44 the Shareholders who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting.

45(2) Where the requests received by the Company included the text of a resolution intended to be moved at the meeting, the notice of the meeting must include notice of the resolution

45(3) The meeting must be called for a date not more than three months after the date on which the Directors become subject to the requirement to call a meeting.

45(4) The meeting must be called in the same manner, as nearly as possible, as that in which meetings are required to be called by the Directors.

45(5) The business which may be dealt with at the meeting includes a resolution of which notice is given in accordance with this article

45(6) Any reasonable expenses incurred by the Shareholders requesting the meeting by reason of the failure of the Directors duly to call a meeting must be reimbursed by the Company.

- 45(7) Any sum so reimbursed shall be retained by the Company out of any sums due or to become due from the Company by way of fees or any remuneration in respect of the services of such of the Directors as were in default

46 Notice required of general meeting

- 46(1) A general meeting of the Company (other than an adjourned meeting) must be called by notice of at least 14 days.
- 46(2) A general meeting of the Company may be called by shorter notice than that otherwise required if shorter notice is agreed by the Shareholders
- 46(3) The shorter notice must be agreed to by a majority in number of the Shareholders having a right to attend and vote at the meeting, being a majority who together hold not less than the requisite percentage in nominal value of the Shares giving a right to attend and vote at the meeting.
- 46(4) For the purpose of article 46(3) the relevant percentage is 90%.

47. Manner in which notice to be given

- 47(1) Notice of a general meeting of the Company must be given:

- (a) in Hard Copy Form,
- (b) in Electronic Form, or
- (c) by means of a website,

or partly by one of such means and partly by another.

48 Persons entitled to receive notice of meetings

- 48(1) Notice of a general meeting of the Company must be sent to every Shareholder and every Director.
- 48(2) In article 48(1), the reference to a Shareholder includes any person who is entitled to a Share in consequence of the death or Bankruptcy of a Shareholder, if the Company has been notified of their entitlement

49 Contents of notices of meetings

- 49(1) Notice of a general meeting of the Company must state:

- (a) the time and date of the meeting;
- (b) the place of the meeting,
- (c) the general nature of the business to be transacted,
- (d) if the meeting is convened to consider a Special Resolution, the text of the Special Resolution and the intention to propose the resolution as a Special Resolution; and
- (e) with reasonable prominence, the Shareholders' rights to appoint one or more proxies under the Act

50 Attendance and speaking at general meetings

- 50(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 50(2) A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 50(3) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 50(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 50(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

51. Quorum for general meetings

- 51(1) No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 51(2) If and for so long as there is only one Shareholder, one Qualifying Person present at a general meeting is a quorum
- 51(3) In any other case, two Qualifying Persons present at a general meeting are a quorum unless
- (a) each is a Qualifying Person only because he is authorised under section 323 of the Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation, or
 - (b) each is a Qualifying Person only because he is appointed as a proxy of a Shareholder in relation to the meeting, and they are proxies of the same Shareholder.

52. Chairing general meetings

- 52(1) The chairman of the Company's Holding Company shall chair general meetings if present and willing to do so
- 52(2) If the chairman of the Company's Holding Company is unwilling to chair the meeting or is not present within one hour of the time at which a meeting was due to start, the Chairman shall chair the meeting if present and willing to do so.
- 52(3) If the Chairman is unwilling to chair the meeting or is not present within one hour of the time at which a meeting was due to start

- (a) the Directors present; or
- (b) (if no Directors are present), the persons present at the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

- 52(4) The person chairing a meeting in accordance with this article is referred to as "the Chairman of the Meeting"

53 Attendance and speaking by Directors and non-Shareholders

- 53(1) Directors may attend and speak at general meetings, whether or not they are Shareholders.

- 53(2) The Chairman of the Meeting may permit other persons who are not

- (a) Shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

54. Adjournment

- 54(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it

- 54(2) The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

- (a) the meeting consents to an adjournment, or
- (b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 54(3) The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting

- 54(4) When adjourning a general meeting, the Chairman of the Meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 54(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and

- (b) containing the same information which such notice is required to contain
- 54(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

55 Voting: general

- 55(1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

56 Errors and disputes

- 56(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 56(2) Any such objection must be referred to the Chairman of the Meeting, whose decision is final

57. Poll votes

- 57(1) A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 57(2) A poll may be demanded by:
 - (a) the Chairman of the Meeting;
 - (b) the Directors; or
 - (c) two or more persons having the right to vote on the resolution.
- 57(3) A demand for a poll may be withdrawn if
 - (a) the poll has not yet been taken; and
 - (b) the Chairman of the Meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 57(4) Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

58. Content of proxy notices

- 58(1) Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which

- (a) states the name and address of the Shareholder appointing the proxy,
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting

58(2) The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

58(3) Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

58(4) Unless a Proxy Notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

59 Delivery of proxy notices

59(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person

59(2) An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

59(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

59(4) If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

60 Amendments to resolutions

60(1) An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution

60(2) A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

- (a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 60(3) If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

61 Shareholders Written Resolution

- 61(1) Pursuant to, and subject to the terms of the Act, a resolution of the Shareholder(s) can be passed as a written resolution.

62 Matters which require Shareholder approval

- 62(1) In addition to those acts or events which require Shareholder approval pursuant to these Articles, the Act requires Shareholder approval of a number of other acts or events, including, but without limitation
- (a) an alteration to the Articles (by Special Resolution),
 - (b) a reduction of the Company's share capital (by Special Resolution),
 - (c) subject to section 77(2) of the Act, a change to the Company's name (by Special Resolution);
 - (d) the voluntary winding up of the Company (by Special Resolution),
 - (e) the allotment of shares in the capital of the Company (by Ordinary Resolution);
 - (f) the re-registering of the Company as a public company (by Special Resolution);
 - (g) sub-dividing or consolidating the Company's share capital (by Ordinary Resolution);
 - (h) the removal of a Director or auditor from office under the Act (by Ordinary Resolution);
 - (i) a provision under which the guaranteed term of a Director's employment with the Company is, or may be, longer than 2 years (by Ordinary Resolution),
 - (j) the acquisition by a director of the Company or a director of the Company's Holding Company (or a person connected with such a director) from the Company of a substantial non-cash asset (as defined in section 191 of the Act) or the acquisition by the Company of a substantial non-cash asset from such a director or a person so connected (by Ordinary Resolution),
 - (k) the ratification by the Company of conduct by a Director amounting to negligence, default, breach of duty or breach of trust in relation to the Company (by Ordinary Resolution),

- (l) the making by the Company of a political donation to a political party, political organisation or independent election candidate or the Company incurring any political expenditure (by Ordinary Resolution),
- (m) the disapplication of pre-emption rights on the allotment and issue of Shares (by Special Resolution),
- (n) the conversion of the Shares from a fixed nominal amount of £10 to a fixed nominal amount in another currency (by Ordinary Resolution);
- (o) the proposed purchase by the Company of any of its Shares or the proposed payment out of capital for the purchase of any of its Shares (in each case by Special Resolution)

PART 5 ADMINISTRATIVE ARRANGEMENTS

63. Means of communication to be used

- 63(1) Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 63(2) Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 63(3) In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 63(4) Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by

the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

- 63(5) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

64 No right to inspect accounts and other records

- 64(1) Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder

65. Provision for employees on cessation of business

- 65(1) The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

66 Indemnity

- 66(1) Subject to article 66(2), but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 66(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 66(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

- 66(3) In this article:

- (a) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and

- (b) a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company.

67. Insurance

67(1) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

67(2) In this article:

- (a) a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.