

The Companies Act 1985
(As amended by the Companies Act 1989)
Private Company Limited by Shares

OXFORD POLICY MANAGEMENT LIMITED

Incorporated on 6th November 1995

Company Number 3122495

[The name of the Company was changed from Speed 5147 Limited on 20th November 1995

New Articles adopted by Special Resolution passed on 30th March 2012]



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RM 26/04/2012 #30
COMPANIES HOUSE

The Companies Act 1985
(As Amended by the Companies Act 1989)
Private Company Limited by Shares

ARTICLES OF ASSOCIATION
(adopted 30th March 2012)
of
OXFORD POLICY MANAGEMENT LIMITED

1. Preliminary

1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) ("Table A") shall apply to the company except in so far as they are excluded or varied by these articles

1.2 Definition

In these articles unless the context otherwise requires

"the Act" means the Companies Act 1985 as amended from time to time,

"acting in concert" has the meaning ascribed in The City Code on Takeovers and Mergers,

"these articles" means these articles of association as amended from time to time and the expression **"this article"** shall be construed accordingly;

"the board" means the board of directors from time to time of the company,

"External Director" means any director of the company other than the Internal Directors

"Internal Director" means any director of the company who is

- appointed to executive office (as a Managing Director or otherwise) under regulation 84 of Table A (as amended by these articles), or
- nominated by the employees of the company (as provided in regulation 13.2),

"the office"	means the registered office from time to time of the company;
"shares"	means the ordinary shares of £1 each in the capital of the company,
"the secretary"	means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the company and includes an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary;

references to writing include references to any method of representing or reproducing words or text in a legible and non-transitory form, including facsimile transmission and electronic mails and text messaging of any form and "document" shall be construed accordingly;

words or expressions to which a particular meaning is given by the Act in force when these articles or any part of these articles are adopted bear (if not inconsistent with the subject matter or context) the same meaning in these articles or that part (as the case may be) save that the word "company" shall include any body corporate,

A corporate member represented at a general meeting by a duly authorised representative shall be deemed to be present in person;

Headings are included only for convenience and shall not affect meaning,

Expressions defined in regulation 1 of Table A shall where the context admits bear in these articles the meanings so defined

Wherever in these articles it is provided that the board is to resolve upon, or consent to, a matter, or "discretion of the board" or "opinion of the board" or like expression appears, the words "and the board shall have absolute and unfettered discretion in the matter" shall be deemed to be added

2. Share Capital

The share capital of the company immediately after the adoption of these articles is £1,000,000 divided into 1,000,000 ordinary shares of £1 each

3 Pre-emption Rights

- 3.1 All shares comprised in the authorised share capital of the company (save for (i) shares up to a limit of 5% of the issued share capital of the company immediately after the adoption of these articles which the directors propose to issue to or for the benefit of employees of the company or of any company in the same group as the company as part of an employee share ownership or share option scheme or similar arrangement, and (ii) shares issued for the purpose of funding repayment (in whole or in part) of Loan Notes issued by the Company to Carl Bro International A/S) and which the directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this paragraph 3.1 shall have effect subject to Section 80 of the Act.
- 3.2 The shares of the company for the time being unissued, whether forming part of its present capital or not, shall be at the disposal of the directors, who are authorised pursuant to Section 80 of the Act for a period of five years from the date of the adoption of these articles and afterwards with the previous sanction of a special resolution, to allot, grant options over or otherwise dispose of them at their discretion to such persons, at such times and on such terms as they shall think proper.
- 3.3 In regulation 2 of Table A there shall be substituted for the words following "issued with" the

words "or have attached to it such rights or restrictions as the company may by special resolution determine".

3 4 Section 89(1) of the Act shall not apply to the allotment by the company of any equity security

3.5 Subject to Chapter VI of Part V of the Act the company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the company or its holding company

4. Lien and Forfeiture

4 1 The lien conferred by regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the company. The registration of a transfer of a share shall operate as a waiver of any lien of the company on that share

4.2 In regulation 8 of Table A there shall be substituted for the words "any amount payable in respect of it" the words "all distributions and other moneys or property attributable to it", and the same words shall be substituted in regulation 19 of Table A for the words "all dividends or other moneys payable in respect of the forfeited shares"

5. Transfer of Shares

5 1 Except with the consent in writing of the board no Disposal of any share or any legal or beneficial interest in a share shall be permitted except a transfer of the entire legal and beneficial interest in the share made in accordance with this regulation 5

5.2 **"Disposal"** shall include, without limitation

- (a) sale, assignment or transfer;
- (b) creating or permitting to subsist any pledge, charge, mortgage, lien or other security interest or encumbrance,
- (c) creating any trust or conferring any interest;

- (d) any agreement, arrangement or understanding in respect of votes or the right to receive dividends;
- (e) the renunciation or assignment of any right to receive a share or any legal or beneficial interest in a share,
- (f) any agreement to do any of the above, except an agreement to transfer shares which is conditional on compliance with these articles

5 3

- 5.3.1 The directors shall decline to register any transfer of shares which is not made in accordance with these articles;
- 5.3.2 The directors may decline to register any transfer of shares (whether or not fully paid shares) which is made in accordance with these articles but which is to a person of whom the directors do not approve
- 5.3 3 The board may from time to time make rules relating to disclosure of interests in shares, provision of information by shareholders required by the board for the purpose of considering approval of transfers or any other matter whatsoever as seems in the opinion of the board to be in the interests of the company.
- 5 3 4 The board may from time to time amend any rules made under paragraph 5.3 3
- 5.3.5 Any rules made under paragraph 5 3 3, and any amendments under paragraph 5 3 4, shall be provided in writing to all members and shall constitute binding obligations on the members

5 4 Subject to paragraph 5.5.2

- 5 4 1 any member may at any time transfer any of his shares to any relative (as defined below) of the member, and the personal representatives of a deceased member may transfer any of the shares registered in his name as sole holder to any relative of the deceased member becoming entitled to such shares under the Will or on the intestacy of the deceased member For the foregoing purposes "relative" means and includes a spouse, widow or widower and either parent and the children and remoter issue (whether natural or adopted) over the age of 18 years of either parent, child or remoter issue, or of the member or deceased member himself.

- 5.4 2 Any share from time to time registered in the name of Oxford Policy Management Staff Association ("the Staff Association") or in the name of trustees for the Staff Association may be transferred into the name or joint names of any new or continuing trustee or trustees upon any change in the trusteeship or may be transferred to a member for the time being of the Staff Association.
- 5 5 Subject to regulations 6 and 7 the right of any member to transfer, or to negotiate concerning a transfer of, shares shall be subject to the following restrictions:
- 5.5 1 if the transfer of shares is not expressly authorised by regulation 5 4 above, the member must comply with the procedures set out in regulations 5.6 and 5 7 ("the Default Market Rules") and/or such additional or different provisions as the board from time to time adopts and notifies to all members in writing as the procedures for facilitating opportunities for members to sell their shares and for persons to acquire shares by purchase from members ("the Market Rules"), and further
- 5.5.2 if
- (a) the transfer would result in a person becoming a member who is not already a member, or
 - (b) the transfer (together with any other proposed transfers to the same transferee or relatives of, or persons acting in concert with, that transferee ("related transfers")) would result in a member together with all persons who are relatives of that member or who are acting in concert with that member holding 10% or more of the issued share capital of the company or increasing a holding which is already 10% or more,
- then the transfer and any related transfers are "Notifiable Transfer(s)" and must be approved by the board in accordance with regulation 19 3
- 5.6 The following provisions of this regulation 5 6, and the provisions of regulation 5.7, are together the Default Market Rules
- 5.6 1 A member proposing to transfer shares (called "the Seller") shall serve on the secretary notice in writing (the "Seller's Notice") expressing his willingness to sell some or all of his shares in the company ("the Sale Shares") A Seller's Notice may not be served in the period starting 4 weeks before an accounting reference date of the company and ending one month after the date on which the audited accounts for the accounting period ending on that accounting reference date were presented at a Board meeting of

the company ("the close season", the period from the end of one close season to the start of the next being referred to as a "trading window"). The Seller's Notice shall specify:-

- (a) the number of Sale Shares that he wishes to sell,
- (b) if such be the Seller's requirement, that the Seller will only sell Sale Shares in minimum tranches ("the Minimum Tranche Size").

The Seller's Notice shall be irrevocable for a period of 8 weeks from the date of its service on the secretary ("the Negotiation Period") which period shall be extended in the case of Notifiable Transfers so as to expire 7 days after the date on which the board gives its decision on the transfer under regulation 19.3. On and before the Closing Date (as defined in paragraph 5.6.2) referable to a Seller's Notice, that Seller's Notice is described in this regulation 5 as "Current"

5.6.2 The secretary shall inform in writing ("the Invitation Notice") each member (other than the Seller) and such other persons who have registered with the secretary an interest in buying shares and whom the secretary in his absolute discretion considers he may lawfully and conveniently inform (such members and such other persons being referred to as "Potential Buyers") of the availability of Sale Shares. Invitation Notices shall be given to members as soon as practicable after receipt of the Seller's Notice and to other Potential Buyers as soon as practicable after the secretary becomes aware of them respectively. Invitation Notices shall inform the recipients of the number of Sale Shares and any applicable Minimum Tranche Size (but, for the avoidance of doubt, the secretary is not to disclose any selling prices which may be quoted by Sellers). Invitation Notices shall invite each Potential Buyer to notify the secretary in writing not later than the day ("the Closing Date") which is 20 days prior to the last day of the Negotiation Period (desregarding any extension of the Negotiation Period which may arise under paragraph 5.6.1) if he wishes to buy shares and the names of all members or other Potential Buyers who are, in relation to that Potential Buyer relatives or acting in concert.

5.6.3 As soon as practicable after the Closing Date the secretary shall identify Potential Buyers who have notified the secretary that they are willing to buy any of the Sale Shares ("Relevant Buyers") and the secretary shall notify the Seller of the names and contact details (such address, telephone, fax and e-mail details as may have been

provided to the secretary by each Relevant Buyer) of all Relevant Buyers (but, for the avoidance of doubt, the secretary is not to disclose any buying prices which may be quoted by Buyers), indicating where a transfer to a Relevant Buyer would be a Notifiable Transfer. The Seller will then be entitled for the remainder of the Negotiation Period to negotiate with one or more of such Relevant Buyers a price or prices for Sale Shares and, save in the case of Notifiable Transfers, to conclude a sale of shares (by the Seller handing over a duly executed share transfer and share certificate (or an indemnity for lost share certificate in the form from time to time prescribed by the Company) for each tranche of Sale Shares and by the successful Relevant Buyer or Buyers paying for the Sale Shares bought). Prior to concluding a Notifiable Transfer the Seller and the Buyer shall refer to the secretary for the purposes of obtaining approval (or otherwise) of the board under regulation 19.3

- 5.6.4 In the event of successive Seller's Notices being served (by the same Seller or different Sellers), the secretary shall, insofar as it is practicable to do so, notify all Potential Buyers then known to the Secretary of all Sellers whose Seller's Notices are at the time of such notification Current and vice versa. Potential Buyers registering their interest with the secretary after the Closing Date referable to any Seller's Notice shall not be entitled to receive details of, or to conclude a purchase of, any of the Sale Shares referred to in that Seller's Notice unless and until a further Seller's Notice is served in respect of those Sale Shares
- 5.6.5 The Seller may not without the written consent of the board conclude a sale of any of the Sale Shares after the end of the Negotiation Period.
- 5.6.6 If Relevant Buyers are found for any of the Sale Shares comprised in the Seller's Notice but the Seller has not concluded the sale of all the Sale Shares within the Negotiation Period (plus any further period allowed by the board under paragraph 5.6.5), that Seller may not without the written consent of the board serve another Seller's Notice within the period of 8 weeks starting on the day after the last day of the Negotiation Period.
- 5.6.7 For the avoidance of all doubt neither the secretary nor the board shall in relation to the procedure referred to in regulations 5.6 or 5.7 -

- 5 6 7.1 have any obligation whatsoever to the Seller or to Potential Buyers or to Relevant Buyers, or
- 5 6.7.2 promote sales, solicit buyers or sellers or match buyers with sellers or act as an intermediary between sellers or buyers, or
- 5.6 7 3 participate in any negotiations between buyers and sellers; or
- 5 6 7 4 provide opinions or advice about the merits of share transactions or share valuation, or
- 5 6 7 5 charge or receive any fees, commissions or other direct or indirect fee; or
- 5.6.7 6 make the operation of this procedure a substantial part of any employee's duties.

5 6 8 The secretary may not sell or buy shares to or from a person of whose maximum buying price or minimum selling price he is aware in his capacity as secretary If the secretary wishes to sell or buy shares he shall until he has concluded his sale or purchase delegate his functions under regulations 5 6 and 5 7 to another person approved by the board and references to "secretary" in regulations 5.6 and 5 7 shall be deemed to include such other person accordingly

5 7 The following provisions shall apply unless the board resolves to disapply any one or more of such provisions:

5 7.1 In the event of any member receiving an offer direct from any person (a "Prospective Buyer") to purchase, or to negotiate concerning a purchase of, any shares the member shall notify the secretary of the name and contact details (such address, telephone, fax and e-mail details as may have been provided by such Prospective Buyer) of such Prospective Buyer and the member shall not negotiate with the Prospective Buyer concerning a sale of shares or conclude a sale of shares unless the member has served (whether after or before the Seller was first contacted by the Prospective Buyer) a Seller's Notice and the Closing Date referable to that Seller's Notice has passed All such Prospective Buyers shall (if the Seller may legally negotiate with, and sell shares to, them) be Potential Buyers for the purposes of the procedure set out in regulation 5.6.

5 7.2 The secretary shall keep records of Potential Buyers (whether he becomes aware of

them by way of notification from a member under paragraph 5.7.1 or otherwise) At such intervals as the secretary in his absolute discretion determines, the secretary shall inform in writing ("the Buyers Notice") each member of the names and contact details (such address, telephone, fax and e-mail details as may have been provided to the secretary) of all persons whom the secretary in his absolute discretion considers to be Potential Buyers and of the number of shares such Potential Buyers wish to buy (but, for the avoidance of doubt the secretary is not to disclose any prices offered) If a Seller's Notice or Sellers Notices is/are given by any one or more members within 14 days starting on the date of a Buyers Notice then the persons identified in the Buyers Notice shall be deemed to be Relevant Buyers for the purposes of all Seller's Notices given within that 14 day period and regulation 5.6 shall apply on that basis, but for the avoidance of doubt no member shall negotiate with, or conclude a sale of shares to, any such deemed Relevant Buyer until after the Closing Date referable to that member's Seller's Notice and regulations 5.6.2 and 5.6.3 shall apply in respect of any other Potential Buyers identified at the time or after such a Seller's Notice is served

6 Tag Along

6.1 If a Notifiable Transfer, or transfers which are Notifiable Transfers (as defined in paragraph 5.5.2) in relation to one another, would if concluded and registered result in the Buyers concerned holding 50% or more of the issued share capital of the company the directors shall notify the Buyers and shall refuse to register any of such Notifiable Transfers unless one or more of the Buyers makes an irrevocable offer (a "Tag Along Offer") to the holders ("Other Members") of all other shares in the company ("Other Shares") not comprised within those Notifiable Transfers to purchase all Other Shares on terms and at a price per share no less favourable to the seller of shares than the Notifiable Transfer (or if more than one transfer is Notifiable, the terms of the most favourable Notifiable Transfer and a price per share not less than the highest price per share applicable to any of the Notifiable Transfers) Such Tag Along Offer shall be open for acceptance for a period of at least thirty days and in the event that any of the Other Members accept such offer the relevant Buyer or Buyers making such offer shall conclude a transfer of shares from such accepting Other Members within seven days of the end of such period of thirty days Transfers of shares pursuant to a Tag Along Offer shall be excluded from the requirements of paragraphs 5.5 to 5.7

6.2 If no Other Members have accepted or are deemed to have accepted a Tag Along Offer within

the said period of thirty days or all Other Members have given notice that they do not wish to accept the Tag Along Offer, the Notifiable Transfers may be concluded subject always to paragraph 5 3 2

- 6.3 The directors shall be entitled to make it a condition of approval of any Notifiable Transfers to which this regulation 6 applies (including a transfer to which regulation 7 also applies) that transfers of shares of Other Members pursuant to a Tag Along Offer are duly concluded in accordance with this regulation 6 (and, if applicable, regulation 7) and to require Buyers and Sellers who are parties to proposed Notifiable Transfers to lodge with the secretary share transfers, share certificates and payment for shares becoming due under such Notifiable Transfers, all to be held in escrow pending conclusion by the appropriate Buyers of transfers of all Other Shares which fall to be transferred pursuant to this regulation

7 Drag Along

- 7.1 If a Notifiable Transfer, or transfers which are Notifiable Transfers in relation to one another, would if concluded and registered result in the Buyers concerned holding 70% or more of the issued share capital of the company the directors shall notify Other Members accordingly and the Tag Along Offer referred to in regulation 6 shall be deemed to be accepted by all Other Members and on the thirty first day after the date of the Tag Along Offer all Other Members shall conclude a transfer of all their shares to such one or more of the Buyers as the Buyers (or a majority of them by reference to the value of the shares they would hold by virtue only of the Notifiable Transfers) direct
- 7.2 If any of the Other Members (a "Defaulting Member") fails to comply with the terms of Regulation 7 1, the Company shall be constituted the agent of the Defaulting Member for the sale of his shares (together with all rights then attached thereto) in accordance with the Tag Along Offer and the board may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the company may receive the purchase money in trust for each of the Defaulting Members and cause the Buyers concerned to be registered as the holder of such shares The receipt by the company of the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Buyers (who shall not be bound to see the application thereof) and after the Buyers have been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person The company shall not pay the purchase money to a Defaulting Member until he shall, in respect of the shares being subject of the Tag Along Offer, have

delivered his share certificates or a suitable indemnity and the necessary transfers to the Company

8 Transmission of Shares

8.1 Transmission on Death

If a member dies, the survivor or survivors, where he was a joint holder, and his personal representatives, where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his shares; but nothing contained in these articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons

8.2 Entry of Transmission in Register

Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the board, the board shall within two months after proof cause the entitlement of that person to be noted in the register

8.3 Election of Person Entitled by Transmission

Any person entitled by transmission to a share may, subject as provided elsewhere in these articles, elect either to become the holder of the share or to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the company to that effect. If he elects to have another person registered, he shall transfer title to the share to that person. The board may at any time require the person to elect either to be registered himself or to transfer the share and if the requirements are not complied with within 60 days of being issued the board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been complied with. All the provisions of these articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or executed by the member.

8.4 Rights of Person Entitled by Transmission

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share (except with the authority of the board) to attend or vote at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings or the passing of resolutions of the members of the company

9. Alteration of Capital

- 9.1 In regulation 32 of Table A there shall be inserted after the words "the resolution may" in paragraph (c) the parenthesis "(if it is a special resolution)"
- 9.2 In regulation 33 of Table A the parenthesis "(including, subject to the provisions of the Act, the company)" shall be omitted

10. Votes of Members

- 10.1 A resolution in writing signed or approved by any means of legible and non-transitory form of communication, including facsimile transmission and electronic mails and text messaging of any form, by all members of the company who would have been entitled to vote upon it if it had been duly proposed at a general meeting or at a meeting of any class of members of the company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting or at such a class meeting of the company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed or approved by one or more of the members or their attorneys (or, in the case of a member which is a body corporate, by a director of it or by a duly appointed representative) regulation 53 of Table A shall not apply to the company
- 10.2 In regulation 54 of Table A there shall be inserted after the words "(being an individual) is present in person" the words "or by proxy" and after the second occurrence of the words "every member" the words "present in person or by proxy"

10.3 In regulation 61 of Table A there shall be substituted for the words following "the instrument appointing a proxy shall be in" the words "any form which enables the members to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used"

10.4 Proxies may be deposited at the office at any time before the time of the meeting for which they are to be used. The directors may at their discretion treat as a valid proxy a facsimile transmission or other machine-made copy of an instrument appointing a proxy regulation 62 of Table A shall be modified accordingly

11. Remuneration of Directors

11.1 In regulation 82 of Table A there shall be inserted after the words "such remuneration" the words "for their services as such", and at the end of that the sentence: "A director who has ceased to hold office as such when the resolution is passed shall, unless it otherwise provides, be entitled to be paid the appropriate proportion of any remuneration voted to the directors for a period during all or any part of which he held office"

12. Executive Directors

12.1 Regulation 84 of Table A shall be varied so that the directors may only appoint two directors to executive office (one of whom shall be the Managing Director) unless authorised to appoint more than that number by an ordinary resolution of the company.

13. Appointment and Retirement of Directors

13.1 The provisions for selection, nomination, appointment and retirement of directors shall (subject to regulation 13.2) be such as may from time to time have been proposed by the board and approved by special resolution of the company Any such provisions so proposed and approved from time to time shall be referred to as "Approved Director Succession Provisions" The board shall propose a draft of such provisions to be laid before a general meeting of the company on the date of first adoption of these articles.

13.2 The Approved Director Succession Provisions shall at all times include a provision that one

director in office from time to time (in addition to the directors appointed to executive office under regulation 84 of Table A) shall be nominated by the employees of the company

- 13 3 Prior to the Annual General Meeting of the Company for 2004 regulations 73 to 78 of Table A of the Act shall not apply to the company and in the second sentence of regulation 79 the words following "annual general meeting" shall be omitted. If by the conclusion of the 2004 Annual General Meeting there shall be no Approved Director Succession Provisions regulations 73 to 78 of Table A shall from that time apply to the Company

- 13 4 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors shall not be greater than seven or less than three. Provided That the number of External Directors in office shall always exceed the number of Internal Directors. Regulation 90 of Table A (as amended by these articles) shall apply in the event of the number of External Directors being insufficient just as it applies in the event of the number of directors falling below the minimum.

References to directors in this regulation exclude alternate directors

14. Proceedings of Directors

- 14 1 In regulation 66 of Table A there shall be substituted for the words "But it shall not be necessary" the words "All reasonable efforts shall be taken".
- 14 2 In regulation 88 of Table A there shall be substituted for the words "It shall not be necessary" the words "All reasonable efforts shall be taken"
- 14 3 The first sentence of regulation 89 of Table A shall be amended to read
"The quorum for the transaction of the business of the directors shall, unless otherwise determined by ordinary resolution, be three. Provided That the directors present at a meeting shall only constitute a quorum if there are more External Directors (or their alternates) present at the meeting than the number of Internal Directors (or their alternates) present."
- 14 4 In regulation 90 of Table A there shall be substituted for the words "the number fixed as the quorum" the words "the minimum number of directors".

- 14.5 In the first sentence of regulation 91 of Table A there shall be substituted for the words "one of their number" the words "one of the External Directors"
- 14.6 All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or if there is no such group where the chairman of the meeting then is
- 14.7 A director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in Section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the company or in which the company is otherwise interested, shall declare the nature of his interest at a meeting of the directors in accordance with Section 317 of the Act
- 14.8 Subject to compliance with the requirements of the Act as to disclosure, and for the avoidance of doubt, subject to regulation 19.3, a director may be counted in the quorum at a meeting of the board which is to consider any matter in which he is interested, directly or indirectly, and may vote on that matter. Regulations 94 to 98 (inclusive) of Table A shall not apply to the company

15. Secretary

In regulation 99 of Table A there shall be added at the end the words "but without prejudice to any claim for damages he may have for breach of contract by the company"

16. Dividends

In regulation 104 of Table A there shall be inserted after the words "as from a particular date" the words "or to a particular extent"

17. Notices

17.1 Regulations 111, 112, 115 and 116 of Table A shall apply to documents as they apply to notices

17.2 Any notice or document may be served on or given to a member by sending it by facsimile transmission, electronic mail or other instantaneous means of transmission to a number or address provided by the member for this purpose, and shall be deemed to have been served or given when it was so sent

18. Indemnity

18.1 The company shall pay for any liability insurance permitted by Section 310(3) of the Act which the directors consider appropriate and also indemnify any director, officer or auditor of the company against any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 144(3) or (4) or Section 727 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

18.2 Regulation 118 in Table A shall not apply to the company

19. Matters Requiring Special Prior Approval

19.1 The company shall not without the prior resolution of three quarters of all the directors do any of the following

19.1.1 Make any significant change in or abandon any of the main business activities of the company

19.1.2 Undertake any significant new form of business activity

19.1.3 Enter into any joint venture, profit sharing agreement or partnership with any other person

19.1.4 Give a guarantee or indemnity to secure the liabilities or obligations of any person (other than a wholly owned subsidiary of the company)

19.1.5 Enter into a contract or transaction except in the ordinary and proper course of the business on arm's length terms

19.1.6 Acquire, purchase or subscribe for shares, debentures, mortgages or securities (or any interest in any of them) in any person except in the ordinary course of managing the funds of the company

19.2 The company shall not unless previously approved by special resolution of the company in general meeting -

- 19.2.1 Make any change in the memorandum or articles of association of the company
 - 19.2.2 Consolidate or amalgamate the company with any other company
 - 19.2.3 Sell, transfer, lease, assign or otherwise dispose of a material part of its undertaking, property or assets (or any interest in them) or contract to do so
 - 19.2.4 Create or acquire a subsidiary or dispose of any shares in a subsidiary
 - 19.2.5 Increase the authorised share capital of the company
- 19.3 The following provisions shall apply in respect of all Notifiable Transfers:
- 19.3.1 persons who wish to acquire shares by Notifiable Transfers shall, upon becoming aware that the Transfers are Notifiable, so inform the board and inform the board of the number of shares to be comprised in their Notifiable Transfers, the names of persons who are relatives of, or acting in concert with, each other and the price per share agreed between the Seller and each such person
 - 19.3.2 If a Seller of shares becomes aware that an intended transfer is a Notifiable Transfer, the Seller shall, upon becoming so aware, inform the board accordingly and provide such of the information referred to in paragraph 19.3.1 above as is known to the Seller. The obligations of intending acquirers of shares under paragraph 19.3.1 and of Sellers under this paragraph are separate, provision of information by one shall not relieve the other of the obligation to provide such of the same information as is known to him.
 - 19.3.3 The requirements of paragraphs 19.3.1 and 19.3.2 shall be additional to any notification to the Secretary in response to an Invitation Notice under paragraph 5.6.2.
 - 19.3.4 Transfers of shares by Notifiable Transfers may not be concluded (and will not be registered) unless they have the prior approval of the board. Approval under this regulation may be withheld notwithstanding that the board may otherwise approve of the proposed transferee[s]
 - 19.3.5 Any director who wishes to buy or sell shares during the same trading window as a Notifiable Transfer shall declare an interest in respect of the consideration by the board of, and the vote on, that Notifiable Transfer, and shall abstain from such vote, and he shall not be counted in the quorum for the purposes of that part of the business of the meeting at which such vote is taken. A director

who votes on a motion for the approval of a Notifiable Transfer (whether for or against) shall thereby be debarred from buying or selling any shares during the same trading window as the vote takes place

20. Effect of breach of disclosure requirements

- (a) For the purpose of this Regulation 20.

persons who are relatives (as defined in paragraph 5.4 1) of each other will be conclusively presumed to be acting in concert with each other, and "Concert Party" has the meaning ascribed in the City Code on Takeovers and Mergers interpreted as if this presumption concerning relatives were set out therein

"Compulsory Transfer Resolution" means a resolution by the board under paragraph 20(b)(iii)

"Compulsory Transferor" means a person who must serve a Transfer Notice pursuant to a Compulsory Transfer Notice

"CT Shares" means shares that are subject to compulsory transfer pursuant to a Compulsory Transfer Notice

"Defaulting Concert Party" means a Concert Party of which at least one member is or has been in breach of any requirements of these articles, or of rules made under these articles, concerning disclosure of interests in shares or providing information relating to share transfers, and if such person in breach is not (and is not presumed to be) acting in concert with anyone "Defaulting Concert Party" means the person in breach himself

"Historic Price" means the lowest price per share paid by the Compulsory Transferor, or by any person acting in concert with him, for the transfer of any number of shares at any time within one year immediately prior to the Compulsory Transfer Resolution

"Transfer Notice" means notice in writing to the Company by a person holding shares in the capital of the Company that he will transfer the number of shares specified in such Notice and specifying the Historic Price per share for such shares

- (b) If and so often as the board considers that any person (a “person in breach”) is or has been in breach of any requirements of these articles, or of rules made under these articles, concerning disclosure of interests in shares or providing information relating to share transfers (whether under regulation 5.3, paragraph 19.3.1 or paragraph 19.3.2 or otherwise) and the members of the Defaulting Concert Party together hold shares constituting 10% or more of the issued share capital of the company, the board may resolve one or more of the following, (and may, having so resolved, at any time or times subsequently revoke any such resolution made or pass another such resolution)
- (i) that one or more transfers to members of the Defaulting Concert Party are retrospectively approved, in which case such transfer or transfers shall be deemed to have been duly approved under paragraph 19.3.4
 - (ii) that any one or more members of the Defaulting Concert Party shall not be entitled in respect of any shares held by them to attend or vote at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings or the passing of resolutions of the members of the company, Provided That a transferee (who is not a member of the Defaulting Concert Party) of any share or shares from a person disenfranchised under this paragraph 20(b)(ii) shall upon registration of the transfer of such share or shares be entitled exercise the voting and like rights in respect of the share or shares, and the disenfranchisement of all members of the Defaulting Concert Party under this regulation 20(b)(ii) shall cease upon the registration of transfers to persons who are not members of the Defaulting Concert Party of sufficient shares such that persons who are members of the Defaulting Concert Party together hold less than 10% of the issued share capital of the company.
 - (iii) that a Transfer Notice or Notices be served by all persons who are members of the Defaulting Concert Party (“Compulsory Transferor(s)”) in respect of all shares held by them (the “CT Shares”), and that if such a Transfer Notice is not so served by each such Compulsory Transferor within 14 days of written requirement so to do being served on that Compulsory Transferor, that Compulsory Transferor shall be deemed on the expiry

of that period to have served such a Transfer Notice on the Company (the date of such deemed Transfer Notice being the date on which it is deemed to have been served)

- (c) where a resolution under paragraph 20(b)(iii) above has been passed the following paragraphs shall apply.
- (i) The Transfer Notice (actual or deemed) shall constitute the Company as agent of the Compulsory Transferor for the sale of all or some of the CT Shares to any one or more members of the company (other than members of the Defaulting Concert Party) willing to purchase the same (hereinafter called "the Purchasing Member") at the Prescribed Price namely whichever shall be the lower of
- (a) the fair value per share determined in accordance with paragraph (c)(ii) below, and
 - (b) the Historic Price
- and in accordance with this paragraph 20(c)
- (ii) Where a Transfer Notice has been served or is deemed to have been served the board shall request the Auditor (or if there is no Auditor, the Accountant) for the time being of the Company (or at the discretion of the Auditor or Accountant, a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales) to certify in writing that the sum which, in his opinion, represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and for the purpose of this paragraph reference to the Auditor or Accountant shall include any persons who are nominated. The costs of such valuation shall be borne by the Compulsory Transferor. In certifying the fair value aforesaid the Auditor or Accountant shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. The fair value of each share comprised in the Transfer Notice shall be the sum certified as aforesaid divided by the number of shares comprised in the Transfer Notice.
- (iii) Within 14 days after date of receipt of the Certificate of the Auditor or Accountant the CT Shares shall be offered at the Prescribed Price to the other members of the Company (apart from members of the Defaulting Concert Party) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the Offer Notice"). The Offer Notice shall state the

Prescribed Price and shall be open for acceptance at any time until the offer has been accepted in respect of all the CT Shares(the "Offer Open Period"). For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportion in full the shares not so accepted shall be used to satisfy the claims for additional shares from relevant members as nearly as may be in proportion to the number of shares already held by them respectively provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings the same shall be offered to the relevant members, or some of them, in such proportions or in such manner as the Directors may think fit

- (iv) So often as, during the Offer Open Period, a Purchasing Member is found for any of the CT Shares the Company shall give notice in writing (hereinafter called "the Sale Notice") to the Compulsory Transferor specifying the Purchasing Member and the Compulsory Transferor shall be bound upon payment of the Prescribed Price to transfer to the Purchasing Member the number of CT Shares that Purchasing Member wishes to buy
- (v) If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of such shares in favour of the Purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Member. The Company shall pay the purchase money into a separate bank account

COMPANIES ACT 1985 TABLE A

(SI 1985/805, Schedule)

TABLE A

REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY SHARES

Interpretation

- 1 In these regulations and in any Articles adopting the same -
 - "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
 - "the articles" means the articles of the company
 - "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
 - "communication" means the same as in the Electronic Communications Act 2000
 - "electronic communication" means the same as in the Electronic Communications Act 2000
 - "executed" includes any mode of execution
 - "office" means the registered office of the company
 - "the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares
 - "the seal" means the common seal of the company
 - "secretary" means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary
 - "the United Kingdom" means Great Britain and Northern Ireland
 - Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company

Share Capital

- 2 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine
- 3 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles
- 4 The Company may exercise the powers of paying commissions conferred by the Act Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
- 5 Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder

Share Certificates

- 6 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them
- 7 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to

evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate

Lien

- 8 The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable in respect of it
- 9 The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold
- 10 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 11 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale

Calls On Shares And Forfeiture

- 12 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made
- 13 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed
- 14 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof
- 15 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part
- 16 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an installment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call
- 17 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares
- 18 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited
- 19 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 20 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person
- 21 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the

company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

- 22 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share

Transfer Of Shares

- 23 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee
- 24 The directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the company has a lien. They may also refuse to register a transfer unless-
- a it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer,
 - b it is in respect of only one class of shares, and
 - c it is in favour of not more than four transferees

- 25 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal
- 26 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine
- 27 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share
- 28 The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given

Transmission Of Shares

- 29 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him
- 30 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred
- 31 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the company or at any separate meeting of the holders of any class of shares in the company

Alteration Of Share Capital

- 32 The company may by ordinary resolution-
- a increase its share capital by new shares of such amount as the resolution prescribes,
 - b consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
 - c subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount

and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and

- d cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled

- 33 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 34 Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

Purchase Of Own Shares

- 35 Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares.

General Meetings

- 36 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 37 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

Notice Of General Meetings

- 38 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed-
- a in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
 - b in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

- 39 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings At General Meetings

- 40 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 41 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
- 42 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 43 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time

appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman

- 44 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company
- 45 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 46 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded-
- (a) by the chairman, or
 - (b) by at least two members having the right to vote at the meeting, or
 - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or
 - (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right,
- and a demand by a person as proxy for a member shall be the same as a demand by the member
- 47 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 48 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 49 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 50 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have
- 51 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 52 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 53 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

Votes Of Members

- 54 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder
- 55 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members

- 56 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, 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 default the right to vote shall not be exercisable.
- 57 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 58 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 59 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 60 The appointment of a proxy shall be _____, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

"PLC/Limited

I/We _____, of _____, being a
 member/members of the above-named company, hereby appoint
 _____, of _____,
 _____, or failing him,
 of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf
 at the annual/extraordinary general meeting of the company to be held on
 19 _____, and at any adjournment thereof
 Signed on 19 _____"

- 61 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

" _____ PLC/Limited
 _____ I/We _____, of _____, being a
 member/members of the above-named company, hereby appoint
 _____ of _____,
 _____, or failing him,
 of _____, as my/our proxy to vote in my/our name[s] and on my/our behalf
 at the annual/extraordinary general meeting of the company to be held on
 19 _____, and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 *for* against

Resolution No 2 *for* against

*Strike out whichever is not desired

Unless otherwise instructed, the proxy vote may vote as he thinks fit or abstain from voting

Signed this _____ day of _____ 19 _____"

- 62 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:-

(a) in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by

the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(aa) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -

(i) in the notice convening the meeting

(ii) in any instrument of proxy sent out by the company in relation to the meeting, or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

In this regulation and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

- 63 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

Number Of Directors

- 64 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two

Alternate Directors

- 65 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him
- 66 An 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, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom
- 67 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 68 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors
- 69 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him

Powers Of Directors

- 70 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the

company No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors

- 71 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

Delegation Of Directors' Powers

- 72 The directors may delegate any of their powers to any committee consisting of one or more directors They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying

Appointment And Retirement Of Directors

- 73 At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office, but, if there is only one director who is subject to retirement by rotation, he shall retire
- 74 Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot
- 75 If the company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost
- 76 No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless-
- a he is recommended by the directors, or
 - b not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed
- 77 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment or reappointment as a director The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the company's register of directors
- 78 Subject as aforesaid, the company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire
- 79 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof
- 80 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting

Disqualification And Removal Of Directors

- 81 The office of a director shall be vacated if-

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) he is, or may be, suffering from mental disorder and either-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (d) he resigns his office by notice to the company, or
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated,

Remuneration Of Directors

- 82 The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day

Directors' Expenses

- 83 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties

Directors' Appointments And Interests

- 84 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company A managing director and a director holding any other executive office shall not be subject to retirement by rotation
- 85 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office-
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested,
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested, and
 - (c) shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 86 For the purposes of regulation 85-
- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
 - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

Directors' Gratuities And Pensions

- 87 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the

company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit

Proceedings Of Directors

- 88 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 89 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 90 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 91 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 92 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 93 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 94 Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs-
- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries,
 - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security,
 - (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the company or any of its subsidiaries for subscription, purchase or exchange,
 - (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 95 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not

entitled to vote

- 96 The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors
- 97 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment
- 98 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive

Secretary

- 99 Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them

Minutes

- 100 The directors shall cause minutes to be made in books kept for the purpose-
- (a) of all appointments of officers made by the directors, and
 - (b) of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting

The Seal

- 101 The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director

Dividends

- 102 Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors
- 103 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights
- 104 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly
- 105 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees
- 106 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other

person as the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share

107 No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share

108 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company

Accounts

109 No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company

Capitalisation Of Profits

110 The directors may with the authority of an ordinary resolution of the company-

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve,
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid,
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions, and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members

Notices

111 Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice

In this regulation, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

112 The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the company by the member In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company

In this regulation and the next, "address" in relation to electronic communications, includes any number or address used for the purposes of such communications

113 A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

114 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title

115 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

116 A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

Winding Up

117 If the company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

Indemnity

118 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.