

THE COMPANIES ACTS 2006

WRITTEN ORDINARY & SPECIAL RESOLUTIONS OF

ALFOL LIMITED

COMPANY NUMBER: 04013843

By written resolution of the members pursuant to Sections 288 to 300 of the Companies Act 2006 the following Ordinary & Special Resolutions were passed on 18 May 2011

It is resolved.

Ordinary Resolution

- 1 That the 4 Ordinary shares of £1.00 each held by Catherine Handcock be and are hereby re-designated as 'A' Ordinary shares of £1.00 each
- 2 THAT the 4 Ordinary shares of £1.00 each held by F Handcock & Sons T/A Dale Garage Ltd be and are hereby re-designated as 'B' Ordinary shares of £1.00 each
- 3 THAT the 1 Ordinary share of £1.00 held by The Executors of Christopher Mann's Estate and the 1 Ordinary share of £1.00 held by Oliver Handcock be and are hereby re-designated as 'C' Ordinary shares of £1.00 each

Special Resolution

4. THAT the draft Articles of Association, as attached hereto and for the purpose of identification marked "A", be and are hereby adopted as the new Articles of Association of the Company, in substitution for and to the exclusion of the current Articles of Association including all provisions in the current Memorandum of Association that now, pursuant to section 28 of the Companies Act 2006, are deemed to form part of the Articles of Association

Signed Catherine Handcock 18.5.2011
Director/Secretary

Presentor

York Place White Rose House
28A York Place Leeds
LS1 2EZ
Tel 0113 2245 450

THURSDAY



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COMPANIES HOUSE

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ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

ALFOL LIMITED

(As adopted by special resolution dated 18TH May 2011)

Defined terms

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

acceptance period has the meaning specified in Article 39 8,

acceptance notice has the meaning specified in Article 39 9,

articles means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) forming part of the articles, and “article” shall be construed accordingly,

clear days means (in relation to the period of a notice) 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,

conflicted director means a director who has, or could have, a conflict in a situation involving the company and consequently whose vote is not to be counted in any vote to authorise such conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such matter is to be voted upon,

family trusts as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of the individual and so that for these purposes a person shall be deemed to be beneficially interested in a share if such share or its income is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred by such trusts on any person or persons,

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles,

non-conflicted director means any director who is not a conflicted director,

partly-paid in relation to a share means that part of that share’s nominal value or any premium at which it was issued has not been paid to the company,

permitted transfer has the meaning specified in Article 39(1),

prescribed period has the meaning specified in Article 39(3),

privileged relation as regards any particular individual member or deceased or former individual member -

(a) his spouse or civil partner or any former spouse or civil partner, and

(b) his surviving spouse or civil partner or any former spouse or civil partner, and

(c) all his lineal descendants and ascendants in direct line of that individual and their lineal descendants and a spouse or civil partner or former spouse or civil partner or widower or widow of any of the above persons. A step-child or adopted child or illegitimate child of any person shall be deemed to be a lineal descendant of such person and of the lineal ascendants of such person,

relevant shares (so far as the same remain for the time being held by a Privileged Relation, the trustees of any Family Trusts or by any Transferee Company) the shares originally transferred to such Privileged Relation, trustees or Transferee Company and any additional shares issued to such Privileged Relation, trustees or Transferee Company by way of capitalisation or acquired by such Privileged Relation, trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of term or the membership thereby conferred,

sale price has the meaning specified in Article 39(6),

sale shares has the meaning specified in Article 39(3),

seller has the meaning specified in Article 39(3),

transfer notice has the meaning specified in Article 39(3),

transferees has the meaning specified in Article 39(9),

United Kingdom means Great Britain and Northern Ireland, and

(2) Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Companies Act 2006 as in force on the date when these Articles become binding on the company shall have the same meanings in these Articles
(3) Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

(4) Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force

(5) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

(6) The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles

(7) Articles 7, 8, 11(2) and (3), 13(2), 14(1) to (4) inclusive, 17(2), 19(5), 21, 26(5), 44(4), 45(1), 46(3), 52 and 53 of the Model Articles shall not apply to the company

Directors' general authority

2 Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles"

Change of Company name

3 The directors may resolve in accordance with these articles to change the company's name

Committees

4 Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee

Directors to take decisions collectively

5 (1) The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with these articles or otherwise as a unanimous decision taken in accordance with these articles

(2) If the company only has one director for the time being, and no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

(3) Subject to the articles, each director participating in a directors' meeting has one vote

Directors' written resolutions

6 (1) Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)

(2) If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)

(3) Notice of a proposed directors' written resolution must indicate

(a) the proposed resolution, and

(b) the time by which it is proposed that the directors should adopt it

(4) A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting

(5) Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles

Unanimous decisions

7 (1) A decision of the directors is taken in accordance with this Article when all non-conflicted directors indicate to each other by any means that they share a common view on a matter

(2) A decision may not be taken in accordance with this Article if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting

(3) Once a directors' unanimous decision is taken in accordance with this Article it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles

Calling a directors' meeting

8 (1) Article 9 of the Model Articles shall be amended by

(a) inserting the words "each of" before the words "the directors",

(b) by inserting the phrase "(including alternate directors) ,whether or not he is absent from the UK," after the words "the directors",

(c) by inserting the words "subject to article 9 4" at the beginning of article 9(3) of the Model Articles, and

(d) by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles

Chairman's casting vote at directors' meetings

9 (1) Article 13(1) of the Model Articles shall be amended by the insertion of the words "at a meeting of directors" after the word "proposal"

(2) Article 13(1) of the Model Articles (as amended by paragraph (1) hereof) does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon)

Quorum for directors' meetings

10 (1) Subject to paragraph (2) hereof the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles and accordingly the quorum for the transaction of business in these circumstances shall be one.

(2) For the purposes of any meeting (or part of a meeting) held pursuant to these articles to authorise a director's conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

Directors' conflicts of interests

11 (1) For the purposes of this Article, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

Situational Conflicts of Interest

(2) The directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid situations in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (such conflict of interest being hereinafter referred to as a Conflict of Interest).

(3) A director seeking authorisation in respect of a Conflict of Interest shall declare to the other directors the nature and extent of his interest in a Conflict of Interest as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict of Interest, together with such other information as may be requested by the other directors.

(4) Any authorisation under this Article will be effective only if

(a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

(b) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and

(c) the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.

(5) Any authorisation of a Conflict of Interest under this Article may (whether at the time of giving the authorisation or subsequently)

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict of Interest so authorised,

(b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or

(c) be terminated or varied by the directors at any time.

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

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

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

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

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

(7) Where the directors authorise a Conflict of Interest they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director

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

(b) is not given any documents or other information relating to the Conflict of Interest,

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

(8) Where the directors authorise a Conflict of Interest

(a) the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict of Interest,

(b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

Conflicts of Interest arising in relation to transactions or arrangements with the Company

(9) Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with this Article, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office

(a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,

(b) shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested,

(c) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director, and

(d) may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested

(10) A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006)) derives from or in connection with any such office or employment or from a relationship involving a Conflict of Interest which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) or from any contract, transaction or arrangement with, or other interest in, the Company or in which the Company is otherwise interested and no contract, transaction or arrangement shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006

(11) For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

(12) Subject to the following sub-paragraph, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

(13) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

Records of decisions to be kept

12 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

Number of directors

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

Methods of appointing directors

14 (1) In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

(2) For the purposes of the preceding article, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

Termination of director's appointment

15 Article 18(c) of the Model Articles shall be amended by the addition of the words "and the company resolves that his office be vacated" at the end of the sub-Article

Directors' expenses

16 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur"

Appointment and removal of alternate directors

17 (1) Any director (hereinafter referred to as "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor

(2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

(3) The notice must

(a) identify the proposed alternate, and

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

Rights and responsibilities of alternate directors

18 (1) An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

(2) Except as the articles specify otherwise, alternate directors

(a) are deemed for all purposes to be directors,

(b) are liable for their own acts and omissions,

(c) are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and these articles), and

(d) are not deemed to be agents of or for their appointors, and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a shareholder

- (3) A person who is an alternate director but not a director
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes),
- (b) may participate in a unanimous decision of the directors (but only if his appointor does not participate), and
- (c) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)
- (4) A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present
- (5) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

Termination of alternate directorship

19 An alternate director's appointment as an alternate for any appointor terminates

- (1) when that appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (2) when notification is received by the company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms,
- (3) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director,
- (4) on the death of that appointor, or
- (5) when the alternate's appointor's appointment as a director terminates

Appointment and removal of secretary

20 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

Share Capital and variation of class rights

21 (1) The share capital of the company shall be divided into 'A' ordinary shares of £1 each, 'B' ordinary shares of £1 each and 'C' Ordinary shares of £1 each and all classes of shares shall rank *pari passu*

(2) Whenever the capital of the company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with the following article

(3) The consent of the holders of a class of shares may be given by

- (a) a special resolution passed at a separate general meeting of the holders of the issued shares of that class, or
- (b) a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class, but not otherwise

(4) To every such meeting, all the provisions of these articles and the Companies Act 2006 relating to general meetings of the company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll. If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one holder who is present in person or by proxy or (being a corporation) by a duly authorised representative shall be a quorum

Further issues of shares: authority

22 (1) The following paragraphs of this article shall not apply to a private company with only one class of shares

(2) Subject to the preceding paragraph and save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company

(3) Subject to the remaining provisions of this article and to the following article (Further issues of shares pre-emption rights) and to any directions which may be given by the company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act 2006 to exercise any power of the company to

- (a) offer or allot,
- (b) grant rights to subscribe for or to convert any security into,
- (c) otherwise create, deal in, or dispose of, any shares in the company to any person, at any time and subject to any terms and conditions as the directors think proper

(4) The authority referred to in this article

(a) shall be limited to a maximum nominal amount of £1,000 for 'A' Ordinary shares, £1,000 for 'B' Ordinary shares and £1,000 for 'C' Ordinary shares,

(b) shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution, and

(c) may only be exercised for a period of five years commencing on the date on which the company is incorporated or these articles are adopted whichever is the later, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

(5) Unissued shares shall be allotted only as follows

(a) every allotment shall be for an equal number of 'A' Ordinary shares and 'B' Ordinary shares with the number of 'C' Ordinary shares allotted being exactly half of the number of 'A' ordinary shares allotted,

- (b) on the occasion of each allotment the 'A' Ordinary shares, 'B' Ordinary shares and the 'C' Ordinary shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment,
- (c) no shares of any class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members,
- (d) as between holders of shares of a class, the shares of that class being allotted shall be allotted in proportion to their then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of that class agree in writing,

Further issues of shares: pre-emption rights

23 (1) In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company

(2) After a period of one month from the date of incorporation has elapsed, unless otherwise agreed by special resolution, if the company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those shareholders (as nearly as possible without involving fractions)

(3) The offer

(a) shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and

(b) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (hereinafter referred to as "Excess Securities") for which he wishes to subscribe

(4) Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with these articles shall be used for satisfying any requests for Excess Securities made pursuant to the preceding article. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each shareholder indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders

Company's lien over shares

24 (1) The company has a lien (hereinafter referred to as the "company's lien") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it

(2) The company's lien over a share

(a) takes priority over any third party's interest in that share, and

(b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share

(3) The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

Enforcement of the company's lien

25 (1) Subject to the provisions of this Article, if

(a) a lien enforcement notice has been given in respect of a share, and

(b) the person to whom the notice was given has failed to comply with it, the company may sell that share

(2) A lien enforcement notice

(a) may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

(b) must specify the share concerned,

(c) must be in writing and require payment of the sum payable within fourteen days of the notice,

(d) must be addressed either to the holder of the share or to a transferee of that holder, and

(e) must state the company's intention to sell the share if the notice is not complied with

(3) Where shares are sold under this Article

(a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

(b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

(4) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

(a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

(b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

(c) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

Call notices

26 (1) Subject to the articles and the terms on which shares are allotted, the directors may send a notice (hereinafter referred to as a "call notice") to a shareholder requiring the shareholder to pay the company a specified sum of money (hereinafter referred to as a "call") which is payable by that member to the company at the date when the directors decide to send the call notice

(2) A call notice

(a) must be in writing,

(b) may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company,

(c) must state when and how any call to which it relates it is to be paid, and

(d) may permit or require the call to be paid by instalments

(3) A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before fourteen days have passed since the notice was sent

(4) Before the company has received any call due under a call notice the directors may

(a) revoke it wholly or in part, or

(b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made

Liability to pay calls

27 (1) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

(2) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

(3) Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

(a) to pay calls which are not the same, or

(b) to pay calls at different times

When call notice need not be issued

28 (1) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share

(a) on allotment,

(b) on the occurrence of a particular event, or

(c) on a date fixed by or in accordance with the terms of issue

(2) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

Failure to comply with call notice: automatic consequences

29 (1) If a person is liable to pay a call and fails to do so by the call payment date

(a) the directors may issue a notice of intended forfeiture to that person, and

(b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate

(2) For the purposes of this Article

(a) the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the call payment date is that later date,

(b) the "relevant rate" is

(c) the rate fixed by the terms on which the share in respect of which the call is due was allotted,

(d) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or

(e) if no rate is fixed in either of these ways, five per cent (5%) per annum

(3) The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

(4) The directors may waive any obligation to pay interest on a call wholly or in part

Notice of intended forfeiture

30 (1) A notice of intended forfeiture

(a) must be in writing,

(b) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,

(c) must be sent to the holder of that share (or, in the case of joint holders of a share) or to a transmittee of that holder in accordance with these articles

(d) must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice,

(e) must state how the payment is to be made, and

(f) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

Directors' power to forfeit shares

31 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is

forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

Effect of forfeiture

32 (1) Subject to the articles, the forfeiture of a share extinguishes

(a) all interests in that share, and all claims and demands against the company in respect of it, and
(b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company

(2) Any share which is forfeited in accordance with the articles

(a) is deemed to have been forfeited when the directors decide that it is forfeited,

(b) is deemed to be the property of the company, and

(c) may be sold, re-allotted or otherwise disposed of as the directors think fit

(3) If a person's shares have been forfeited

(a) the company must send that person written notice that forfeiture has occurred and record it in the register of members,

(b) that person ceases to be a shareholder in respect of those shares,

(c) that person must surrender the certificate for the shares forfeited to the company for cancellation,

(d) that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

(e) the directors may waive payment of such sums 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

(4) At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

Procedure following forfeiture

33 (1) If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

(2) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been forfeited on a specified date

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
(c) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

(3) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

(4) If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

(a) was, or would have become, payable, and

(b) had not, when that share was forfeited, been paid by that person in respect of that share,

(c) but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

Surrender of shares

34 (1) A shareholder may surrender any share

(a) in respect of which the directors may issue a notice of intended forfeiture,

(b) which the directors may forfeit, or

(c) which has been forfeited

(2) The directors may accept the surrender of any such share

(3) The effect of surrender on a share is the same as the effect of forfeiture on that share

(4) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

Payment of commission on subscription for shares

35 (1) The company may pay any person a commission in consideration for that person

(a) subscribing, or agreeing to subscribe, for shares, or

(b) procuring, or agreeing to procure, subscriptions for shares

(2) Any such commission may be paid

(a) in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other, and

(b) in respect of a conditional or an absolute subscription

Share certificates

36 Article 24(2)(c) of the Model Articles shall be amended by

(1) the deletion of the word "fully" and the insertion of the words "extent to which" before the word "shares", and

(2) the word "up" at the end of this Model Article 24(2)(c)

Transfer of shares

37 (1) In these articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition

(a) of any share or shares of the company, or

(b) of any interest of any kind in any share or shares of the company, or

(c) of any right to receive or subscribe for any share or shares of the company

(2) The directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share

(3) If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the company, send to the transferee notice of, and the reasons for, the refusal

(4) An obligation to transfer a share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

(5) Article 26(1) of the Model Articles shall be amended by the insertion of the words "and (if any of the shares is partly paid) the transferee" at the end of that article

Permitted Transfers of Shares

38 (1) The directors shall register any transfer made in accordance with these Articles, but shall refuse to register any other transfer

(2) Subject to the other provisions of this Article 38, any shares may at any time be transferred -

(a) by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to a Privileged Relation of such member, or

(b) by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to trustees to be held upon Family Trusts related to such individual member, or

(c) by any person entitled to shares in consequence of the death or bankruptcy of an individual member to any person to whom such individual member, if not dead or bankrupt, would be permitted to transfer the shares concerned under these Articles

(3) Where shares have been transferred under Articles 38(2) (a) or 38(2) (b) to trustees of Family Trusts, the trustees and their successors in office may (subject to the provisions of Article 38(2)) transfer all or any of the Relevant Shares as follows -

(a) to the trustees for the time being of the Family Trust concerned on any change of trustees,

(b) to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or discretion vested in the trustees thereof or any other person, and

(c) to the relevant member or former member or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid

(4) If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except when a transfer of those shares is authorised to be and is to be made to the person or persons entitled to them, it shall be the duty of the trustees holding such shares to notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors so to do, to serve a Transfer Notice in respect of the shares concerned

(5) If following any transfer of shares permitted pursuant to this Article 38 any person to whom shares are transferred as a Privileged Relation ceases to be a Privileged Relation of the relevant member or former member, the relevant former Privileged Relation holding such shares shall immediately notify the directors in writing that such event has occurred and the former Privileged Relation shall be bound, if and when required in writing by the directors so to do within 12 months of the directors being notified that the member has ceased to be a Privileged Relation, immediately to transfer the Relevant Shares back to the member who transferred the Relevant Shares to him

Pre-Emption on Transfer

39(1) Except in the case of a transfer of shares made in accordance with Article 38 or otherwise permitted by the provisions of this Article 39 or Article 40 (a "Permitted Transfer"), no transfer, disposal, charge, mortgage, assignment or other dealing in any shares or any interest or right therein shall occur. In any event, a Permitted Transfer must be the transfer of the whole legal and equitable title to such shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof (and "transfer of shares" shall be construed accordingly in these Articles)

(2) A member may at any time and from time to time create an equitable or floating charge on or over any of his shares provided that such member shall remain the registered holder of the shares in question and retain all rights and discretions in relation to the exercise of the voting and other rights attaching thereto. In the event that the chargee shall become entitled to realise his security or otherwise exercise his rights as chargee and shall seek to do so, such member shall be deemed to have given a Transfer Notice immediately prior to such date

(3) Any member who wishes to transfer shares or any interest in shares (a "Seller") shall give to the Company notice thereof in writing (the "Transfer Notice"). Subject as mentioned in the following provisions, a Transfer Notice shall constitute the directors as the Seller's agents for the sale of the shares specified in the Transfer Notice (the "Sale Shares") at the Sale Price and during the period expiring on the date that the procedure contemplated by this Article 39 has been exhausted (the "Prescribed Period") in accordance with the following provisions of this Article 39

(4) Except as provided in Article 39(7), a Transfer Notice once given or required to be given or deemed to have been given shall not be revocable except with the consent of all of the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Seller bears all costs arising therefrom

(5) A Transfer Notice (other than a Transfer Notice required to be given or deemed to have been given pursuant to these Articles) may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company within the Prescribed Period pursuant to this Article the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company

(6) The expression "Sale Price" shall mean in respect of each Sale Share such sum per share as shall be agreed between the Seller and the directors (which sum must be a fixed and certain sum) or, failing agreement being reached within 28 days of service of the Transfer Notice, the following shall apply -

(a) the matter shall be referred immediately to an independent referee (the "Referee") to be agreed between the Seller and the directors and in default of agreement within 28 days to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Seller or the directors. The Referee shall be deemed to be acting as an expert and not as an arbitrator and accordingly the

Arbitration Act 1996 (or any statutory modification or re-enactment of it) shall not apply. The decision of the Referee shall be final and conclusive and shall be binding upon both the Seller and the directors,

(b) the Referee shall be instructed to produce a certificate showing the value of the Sale Shares for the purposes of this Article 39 (6) and that value must be a fixed and certain sum,

(c) the Referee shall be required to consider all representations as to valuation or otherwise made in writing by either the Seller or the directors,

(d) the Sale Price shall be computed by reference to the fair selling value of the Sale Shares on the open market as between a willing seller and a willing purchaser by reference to the value of the whole of the issued share capital of the Company and not taking account as to whether or not the Sale Shares represent a majority or minority of the shares and not taking account of the restrictions on the transferability of the Sale Shares,

(e) the Referee shall take into account all relevant circumstances and shall have absolute and unfettered discretion as to the weight he shall give thereto, and

(f) the Referee shall also determine which of the Seller and the Company or in what proportions they shall bear the costs of the reference including the costs, fees and expenses of professional experts whom he may consult and the Referee's out of pocket payments and expenses. Such costs shall, in the absence of any determination by the Referee, be borne as to one half by the Seller and as to one half by the Company.

(7) In the event of the Sale Price determined as aforesaid not being acceptable to the Seller he may give notice in writing to the directors within 21 days of the receipt of the certificate as aforesaid and then the Transfer Notice shall be deemed to be withdrawn. If the Seller gives notice under this Article 39 (7) he shall bear the whole of the fees and expenses of any such certificate as aforesaid.

(8) Upon the Sale Price being agreed or determined and provided the Seller does not give notice of withdrawal under Article 39 (7), the directors shall immediately by notice in writing offer the Sale Shares at the Sale Price. Such offer shall first be made to the other members of the Company. To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the initial offer to members of the Company that accepted the initial offer. Each such offer shall specify a time (not being less than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer and not more than 42 days in either case) (the "Acceptance Period") within which it must be accepted failing which it shall lapse. In the case of competition in respect of any such offer, the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of the relevant class or classes of shares.

(9) If within the Acceptance Period the other members accept the offer of all of the Sale Shares or any of them at the Sale Price and on the basis set out in Article 39 (8) (the "Transferees"), the directors shall immediately give notice in writing (the "Acceptance Notice") of such acceptance to the Seller and the Transferees and shall specify in such notice the place and time (being not earlier than seven and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed.

(10) The Seller shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice when payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Seller and share certificates in respect of the relevant Sale Shares shall be delivered to the directors. The Seller shall be deemed to transfer the Sale Shares with full title guarantee free from all encumbrances and shall deliver to the directors on behalf of the Transferees duly executed stock transfer forms in respect of and certificates for the Sale Shares. If the Seller shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors shall be deemed to have been authorised by the Seller to execute, complete and deliver, in the name and on behalf of the Seller, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer (subject to the transfer being duly stamped and to Article 39 (12)) the Transferees shall be entitled to insist upon their names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall hold the purchase money in trust for the Seller but shall not be bound to earn or pay interest on it and shall act on behalf of the Seller in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person.

(11) If the offer of the Sale Shares at the Sale Price shall not be taken up in whole or in part by the Transferees within the Acceptance Period or if the directors shall within the Prescribed Period give to the Seller notice in writing that the directors have no prospect of finding Transferees, then the Sale Shares (or the remaining Sale Shares, as the case may be) shall be offered for re-purchase by the Company at the Sale Price subject to the Act but any such re-purchase must be completed within six weeks of the Sale Shares being so offered. If the Company does not so re-purchase then the Seller for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to any person who is not a member of the Company at a price not being less than the Sale Price (after deducting, where appropriate, any dividend or other distribution declared or made in respect of the Sale Shares after the giving of the Transfer Notice and to be retained by the Seller) and otherwise on the terms set out in the Transfer Notice provided that -

(a) the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind (other than in respect of any dividend or other distribution are referred to above) to the proposed purchasers and if not so satisfied may refuse to register the relevant instrument of transfer,

(b) the provisions of this Article 39 (11) shall not apply in the case of a Transfer Notice deemed to be served under Article 40.

(12) Notwithstanding the foregoing provisions of this Article 39, the directors may decline to register any transfer of any share on which the Company has a lien or in respect of any share which is not fully paid.

(13) The restrictions on transfer contained in this Article 39 shall not apply to any transfer from the holder of

ordinary shares to another holder

Compulsory Transfers

40 (1) For the purposes of this Article 40 the following shall be deemed (without limitation) to be service of a Transfer Notice by the relevant member in respect of all the shares in the Company held by him -

(a) except in the case of a Permitted Transfer, any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself,

(b) any sale, dealing or other disposition of a share or any interest thereon or rights attaching thereto (whether or not for consideration or otherwise) otherwise than in accordance with the provisions of these Articles,

(c) a member of the Company entering into a transaction of the kind referred to in this Article 40 or otherwise attempting to transfer any shares otherwise than in accordance with these Articles,

(d) if any company which is a member at any time ceases to be controlled by the person (which expression shall include a body corporate or a firm) or persons who at the time when the company became a member had control, the member shall be deemed immediately prior to that event to have served a Transfer Notice in respect of all the shares held by it. For the purposes of this Article 40 (1) (d), a person shall be deemed to have control of a limited company if by reason of the ownership of shares in that limited company or otherwise, the person concerned is able directly or indirectly to secure that the affairs of that limited company are conducted in accordance with the wishes of that person,

(e) if a member being a company has an administrative receiver or a receiver or a manager or a liquidator appointed or a supervisor or enters into or its directors propose an arrangement with its creditors or any person takes any step to appoint an administrator of that member,

(f) subject to Article 38, if a member being an individual has a trustee in bankruptcy appointed or enters into an arrangement with his creditors,

(g) subject to Article 38, if a member dies,

(h) if a member has a receiving order or any similar order made against him under the provisions of the Mental Health Act 1983 or any statutory modification or re-enactment of the same, or

(2) A Transfer Notice deemed to have been given under Article 40 (1) shall not be revocable and if a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under this Article 40, then this Article 40 shall apply

(3) For the purpose of ensuring that a transfer of shares is permitted under these Articles, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given under these Articles, the directors may require any member or the administrator or liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within such time as the directors may reasonably stipulate, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares if the directors do so require and the Transfer Notice is not duly given within 28 days from the date of its being required, such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of Article 40 (1) shall take effect accordingly

Prohibited Transfers

41 Notwithstanding any other provision of these articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind

Transmission of shares

42 (1) Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder

(2) Article 27(3) of the Model Articles shall be amended by the insertion of the words "subject to the provisions of the Company's articles", after the initial word "But"

Transmittees bound by prior notices

43 Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person nominated under Model Article 27(2)" after the words "transmittee's name"

Procedure for disposing of fractions of shares

44 (1) This Article applies where

(a) there has been a consolidation or division of shares, and

(b) as a result, shareholders are entitled to fractions of shares

(2) The directors may

(a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,

(b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

(c) distribute the net proceeds of sale in due proportion among the holders of the shares

(3) The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

(4) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

Calculation of dividends

45 (1) Except as otherwise provided by the articles or the rights attached to shares, all dividends must be

(a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and

(b) 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

(2) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

(3) If and so long as the share capital is divided into different classes of shares, the directors may, subject to the provisions of the Act, pay interim dividends at variable rates on the different classes of shares, and the company, on the recommendation of the Directors, may declare dividends at variable rates on the different classes of shares

Deductions from distributions in respect of sums owed to the company

46 (1) If

(a) a share is subject to the company's lien, and

(b) the directors are entitled to issue a lien enforcement notice in respect of it,

(c) they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice

(2) Money so deducted must be used to pay any of the sums payable in respect of that share

(3) The company must notify the distribution recipient in writing of

(a) the fact and amount of any such deduction,

(b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and

(c) how the money deducted has been applied

Authority to capitalise and appropriation of capitalised sums

47 Article 36(4) of the Model Articles shall be amended by inserting the phrase "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" after the words "may be applied"

Convening general meetings

48 The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the Companies Act 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the shareholders requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting

Notice of general meetings

49 (1) General meetings (other than an adjourned meeting) 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 by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right

(2) The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it

(3) Subject to the provisions of these articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company

(4) 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

Resolutions requiring special notice

50 (1) If the Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the company at least twenty-eight Clear Days before the general meeting at which it is to be proposed

(2) Where practicable, the company must give the shareholders notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the company must give the shareholders at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation

(3) If, after notice to propose such a resolution has been given to the company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by this article

Quorum for general meetings

51 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of the Companies Act 2006, two qualifying persons (as defined in section 318(3) of the Companies Act 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the company has only a single shareholder, the quorum shall be one such qualifying person

Adjournment

52 Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved"

Voting: general

53 (1) Subject to any rights or restrictions attached to any shares, on a show of hands, every shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a shareholder, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands

(2) No shareholder shall vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid

(3) In the case of joint holders the vote of the senior who tenders a vote 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

(4) 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

Poll votes

55 (1) On a poll every shareholder who (being an individual is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way

(2) Article 44(2) of the Model Articles shall be amended by the insertion of the following sub-paragraph as article 44(2)(e)

"a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right "

(3) Article 44(3) of the Model Articles shall be amended by inserting the following sentence at the end of the Article

"A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made"

(4) The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

(5) 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

(6) 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

Content of proxy notices

55 (1) Subject to the provisions of these articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder

(2) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

(a) states the name and address of the shareholder appointing the proxy,

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

(d) is delivered to the company in accordance with the articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the company

(i) subject to the following paragraphs of this article, in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

(ii) in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll, or

(e) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

(f) and a proxy notice which is not delivered and received in such manner shall be invalid

(3) Article 45(3) of the Model Articles shall be amended by the addition of the following at the end of the article "and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting "

Delivery of proxy notices

56 (1) Any notice of a general meeting must specify the address or addresses (hereinafter referred to as a "proxy notification address") at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form

(2) Article 46(1) of the Model Articles shall be amended by inserting the words "to a proxy notification address" at the end of that Article

(3) A notice revoking a proxy appointment only takes effect if it is received by the company

(a) Subject to the following paragraphs of this article, in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

(b) in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, or

(c) in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later, and a notice which is not delivered and received in such manner shall be invalid

(3) In calculating the periods referred to in the preceding article entitled "Content of proxy notices" and this article, no account shall be taken of any part of a day that is not a working day

Representation of corporations at meetings

57 Subject to the Companies Act 2006, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (hereinafter referred to as a "corporate representative") A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

Means of communication to be used

58 (1) Any notice, document or other information shall be deemed served on or delivered to the intended recipient

(a) If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted,

(b) If properly addressed and delivered by hand, when it was given or left at the appropriate address,

(c) If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied, and

(d) If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

(2) For the purposes of this Article, no account shall be taken of any part of a day that is not a working day

(3) In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Companies Act 2006

(4) In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding Notice so given shall be sufficient notice to all of the joint holders Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register

(5) The company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred

Company seals

59 Article 49(3) of the Model Articles shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed"

Indemnity

60 (1) Subject to the provisions of the following article entitled 'Insurance' but without prejudice to any indemnity to which a relevant officer is otherwise entitled

(a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

(b) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

(c) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(d) including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

(e) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in this article and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

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

(3) In this article

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a "relevant officer" means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006) and may, if the shareholders so decide, include any person engaged by the company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

Insurance

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

(2) In this article

(a) a "relevant officer" means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme as defined by section 235(6) of the Companies Act 2006),

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company,

(c) and companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate