

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
STATESMAN TRAVEL GROUP LIMITED
Company number – 06258857
(the "Company")

TUESDAY



A23	18/10/2011	106
	COMPANIES HOUSE	
	"AIKERYOB"	
A51	07/10/2011	75
	COMPANIES HOUSE	

Dated 26 November 2008 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "2006 Act"), all the directors of the Company propose that the following resolutions be passed as either ordinary resolutions or special resolutions as indicated below (the "Written Resolutions")

Ordinary Resolutions

1. **THAT** the share capital of the Company be increased by £54,700 from £500,000 to £554,700 by the creation of 54,700 Ordinary EMI Shares of £1 each to rank pari passu with the existing share capital of the Company, save that the Ordinary EMI Shares shall not entitle the holders of such shares to receive notice of or to attend or vote at any general meeting

2. **THAT** the directors of the Company be and are hereby authorised generally and unconditionally pursuant to section 80 of the Companies Act 1985 at any time or times to allot, or grant rights to subscribe for, or convert securities into, any Ordinary EMI Shares of the Company to any person or persons and with and subject to such rights, conditions and restrictions as they may think fit, but such authority does not allow the directors to act beyond any obligation on the Company pursuant to any Executive Share Option Contract or Employee Share Option Contract entered into by the Company and also so that
 - a) the aggregate maximum nominal amount of Ordinary EMI Shares in the Company which may be allotted pursuant to this authority is £46,200, and
 - b) this authority shall expire on the date which is five years from the date of the passing of this resolution,

until otherwise revoked or varied by the Company in General Meeting or by Written Resolution

Special Resolutions


3. **THAT** sections 89(1) and 90(1) to (6) of the Companies Act 1985 shall not apply to any allotment made in pursuance of the authority given under Resolution 2 above
- 4 **THAT** the regulations set forth in the printed document appended to these resolutions and, for the purposes of identification, initialled on the front page by a director of the Company be approved and adopted as the articles of association of the Company, in substitution for, and to the exclusion of, all existing regulations thereof

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Written Resolutions

The undersigned, person entitled to vote on the Written Resolutions on the Circulation Date, hereby irrevocably agrees to the Written Resolutions

Signed **Mervyn Williamson**



Date

26/11/2008

The undersigned, person entitled to vote on the Written Resolutions on the Circulation Date, hereby irrevocably agrees to the Written Resolutions

Signed **Jonathan Langley**



Date

26/11/2008

NOTES

- 1 If you agree with the Written Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - 1 1 **By Hand** delivering the signed copy to the Company Secretary, Statesman Travel Group Limited, 12 Gough Square, London EC4A 3DW
 - 1 2 **Post** returning the signed copy by post to the Company Secretary, Statesman Travel Group Limited, 12 Gough Square, London EC4A 3DW
- 2 If you do not agree to the Written Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Written Resolutions, you may not revoke your agreement
- 4 Unless by 28 days from the Circulation Date sufficient agreement has been received for a resolution set out above to pass, such resolution will lapse If you agree to the Written Resolutions, please ensure that your agreement reaches us before or during this date
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company number – 06258857

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

STATESMAN TRAVEL GROUP LIMITED

1 Preliminary

- 1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052), The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No 2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007 No 2826) so far as it relates to private companies limited by shares (such Table being hereinafter called "**Table A**") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail. A copy of Table A is set out in the schedule to these articles.
- 1 2 In these Articles the expression "**the Act**" means the Companies Act 1985 and "**the 2006 Act**" means the Companies Act 2006, but so that any reference in these Articles to any provision of the Act or the 2006 Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2. Definitions and interpretation

2 1 In these articles

- 2 1 1 the following words and expressions shall (except where the context otherwise requires) have the following meanings

"**Business Day**" means any day other than a Saturday, Sunday or a public holiday in England,

"**Company**" refers to the above named company

"**electronic communication**" has the same meaning as in the Electronic Communications Act 2000,

"**EMI Shareholders**" means all owners of interests in Ordinary EMI Shares issued by the Company, and "EMI Shareholder" shall be construed accordingly,

"Issue Price" means the price at which a relevant share in the Company is issued being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon,

"Leaver" means any EMI Shareholder who ceases to hold any office or employment with the Company or any Subsidiary of the Company,

"Ordinary Shareholders" means all owners of interests in Ordinary Shares issued by the Company, and "Ordinary Shareholder" shall be construed accordingly,

"Shareholders" means all owners of interests in any classification of share issued by the Company, and "Shareholder" shall be construed accordingly,

"Subsidiary" has the meaning given to it by s 1159 Companies Act 2006

"Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (SI 1985/1052) and Schedule 1 to the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373),

2 1 2 words and expressions defined in the Act or Table A shall have the same meanings in these articles unless the context otherwise requires, and

2 1 3 any reference to presence at a general meeting or class meeting shall include presence of a member by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "presence" shall be construed accordingly)

3. Share capital

3 1 The share capital of the Company as at the date of these articles is £554,700 divided into

3 1 1 500,000 Ordinary Shares of £1 each, and

3 1 2 54,700 Ordinary EMI Shares of £1 each

3 2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects with the shares of the relevant class then in issue

3 3 Ordinary EMI Shares shall rank *pari passu* with the Ordinary Shares save that the Ordinary EMI Shares shall not entitle EMI Shareholders to receive notice of or to attend or vote at any general meeting

4. Shares

4 1 During the period of five years from the date of incorporation of the Company, the directors are generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities forming part of the authorised share capital of the Company with which the Company is incorporated

- 4 2 The directors may also at any time after the expiry of the authority granted by article 4 1 allot any relevant securities in accordance with any offer or agreement which is made by the Company prior to such expiry

5 Dealings with Ordinary EMI Shares

- 5 1 Ordinary EMI Shares may be transferred by any EMI Shareholder if the Ordinary Shareholders approve the relevant transfer by way of a written resolution or special resolution passed at a general meeting of the Company

- 5 2 Except in the case of a transfer expressly authorised by article 5 1, no EMI Shareholder shall be entitled to dispose of any interest in Ordinary EMI Shares without such shares being offered first to the Ordinary Shareholders. The offer shall be made by the relevant EMI Shareholder by notice in writing to the Company (a **"Transfer Notice"**) and may be in respect of all or some only of the Ordinary EMI Shares held by him (the **"Sale Shares"**)

- 5 3 Where an EMI Shareholder has served or given a Transfer Notice (**"Transferring Shareholder"**) (including a Transfer Notice deemed served or deemed given pursuant to this Deed) and

5 3 1 such Transfer Notice, if voluntary, was in respect of all his Ordinary EMI Shares, or

5 3 2 such Transfer Notice was deemed served or deemed given in respect of all of his Ordinary EMI Shares,

and thereafter such Transferring Shareholder becomes the registered holder of additional Ordinary EMI Shares pursuant to rights granted to him prior to or at the time of the giving or deemed service of such Transfer Notice then, unless such Transfer Notice shall have lapsed or is revoked, such person shall forthwith upon being registered as the holder thereof be deemed to have given a further Transfer Notice in respect of all such subsequently registered Ordinary EMI Shares

- 5 4 The Transfer Notice shall specify

5 4 1 the Sale Shares,

5 4 2 the price at which the Transferring Shareholder proposes to sell the Sale Shares (the **"Sale Price"**), and

5 4 3 the identity of the third party (the **"Proposed Transferee"**) to whom the Transferring Shareholder proposes to sell his Ordinary EMI Shares if the other Ordinary Shareholders do not apply to purchase the Sale Shares,

and may contain a provision that, unless all the Sale Shares are sold, none shall be sold (**"a Total Transfer Condition"**). The Transfer Notice shall state that the directors assume the role of agents for the relevant Transferring Shareholder for the sale of the Sale Shares to the Ordinary Shareholders in accordance with this article 5 at the price specified therein (but subject always to the provisions of these articles). The Transfer Notice may not be revoked unless the directors otherwise agree

- 5 5 Within 7 days of the Transfer Notice being received by or deemed given to or deemed served on the Company, the directors shall give notice to all Ordinary Shareholders of the number and description of the Sale Shares and the Sale Price, inviting each of the Ordinary Shareholders to whom it is addressed to notify the Company in writing within 7 days whether he is willing to purchase at such price any and, if so, the maximum number of, Sale Shares. On the expiry of the said second 7 day period the directors shall allocate the Sale Shares to those Ordinary Shareholders who have so notified (the "Purchasing Shareholder(s)")
- 5 6 If the number of Ordinary EMI Shares for which the Purchasing Shareholders apply pursuant to article 5 5 exceeds the number available, the allocation shall be made so far as practicable in proportion to the nominal amount of share capital (whether or not of the same class) held by each of those Purchasing Shareholders when expressed as a percentage of the total number of Ordinary Shares held by such Purchasing Shareholders, but shall not in the case of any Purchasing Shareholder exceed the number of Sale Shares for which he has applied
- 5 7 On the making of an allocation described in article 5 6 the directors shall give details of the allocation of the Sale Shares in writing to the relevant Transferring Shareholder and to each Purchasing Shareholder who has stated his willingness to purchase. On the fourteenth Business Day after such details are given, the Purchasing Shareholders to whom the allocation has been made shall be bound to pay the Sale Price for, and to accept a transfer of, the Sale Shares allocated to them respectively and the relevant Transferring Shareholder shall be bound, on payment of the Sale Price, to transfer the Sale Shares to the respective purchasers
- 5 8 If a relevant Transferring Shareholder, after having become bound to transfer Ordinary EMI Shares to a Purchasing Shareholder, defaults in transferring such Ordinary EMI Shares, the directors may authorise any person to execute on behalf of and as attorney for the relevant Transferring Shareholder any necessary transfers and may receive the purchase money therefor and shall thereupon cause the name of the Purchasing Shareholder to be entered in the register as the holder of the Ordinary EMI Shares and hold such purchase money in trust for the relevant Transferring Shareholder (subject always, however to the rights of the Company to exercise a lien on such Ordinary EMI Shares as conferred by article 11 1). The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Shareholder. Once the name of the Purchasing Shareholder has been entered in the register of Shareholders of the Company the validity of these transactions shall not be questioned by any person
- 5 9 Where more than one Ordinary Shareholder has stated his willingness to purchase Sale Shares and an Ordinary Shareholder defaults in purchasing such Sale Shares (other than by reason of the default of the relevant Transferring Shareholder) the directors shall forthwith notify the number of Sale Shares not taken up to the other Ordinary Shareholders who applied to advise the Company in writing of their wish to acquire the same, and the provisions of article 5 6 shall apply. If, within fourteen days of such notice being given, those other Ordinary Shareholders shall not between them duly complete the purchase of the Ordinary EMI Shares in respect of which there has been default in completion (other than through the default of the relevant Transferring Shareholder) then the latter may at any time within a period of 90 days after the expiry of such 14 day period transfer the unpurchased Ordinary EMI Shares to the Proposed Transferee at any price not less than the Sale Price
- 5 10 If, upon the expiry of the second 7 day period referred to in article 5 5, any of the Sale Shares have not been allocated under that article the relevant EMI Shareholder may at any time within a period of 90 days after the last of any of such events transfer the

unallocated Sale Shares to the Proposed Transferee and at any price not less than the Sale Price

- 5 11 If an EMI Shareholder at any time attempts to deal with or dispose of any interest in his Ordinary EMI Shares otherwise than in accordance with article 5, he shall be deemed immediately before the attempt to have served the Company with a Transfer Notice in respect of such Ordinary EMI Shares and the provisions of article 5 5 shall apply to such shares
- 5 12 If a Transfer Notice is deemed to have been given or deemed to have been served in respect of Ordinary EMI Shares pursuant to the Articles of Association of the Company, this article 5 shall apply to those Ordinary EMI Shares save that
- 5 12 1 the Sale Price therefor shall be determined by the Auditors pursuant to article 6 5 (and the directors shall request such determination within 14 days of the date of such deemed giving or deemed service) provided that for these purposes
- 5 12 1 1 references to "Fair Price" shall be replaced by "Sale Price", and
- 5 12 1 2 references to "Leaver" shall be replaced by "Transferring Shareholder",
- 5 12 2 the first period of 7 days referred to in article 5 5 shall commence on the date on which the Sale Price is notified by the directors to the relevant parties (which notification must be made within 7 days of the directors being advised of the said price by the said Auditor),
- 5 12 3 a Total Transfer Condition cannot be imposed,
- 5 12 4 Articles 5 2 to 5 11 (inclusive) shall not apply to any Ordinary EMI Shares in respect of which a transfer in accordance with article 5 1 has been validly lodged for registration before the Sale Price has been notified by the directors as specified in article 5 12 2

6. EMI Shareholders leaving the Company

- 6 1 Within the period commencing on the relevant leaving date and expiring six months from the date thereof any of the Ordinary Shareholders may serve written notice on the Company requiring it to serve a notice on the Leaver notifying him that he is, with immediate effect, deemed to have served a Transfer Notice in respect of his holding of Ordinary EMI Shares
- 6 2 The provisions of article 5 shall apply to any such Transfer Notice, provided that for these purposes -
- 6 2 1 the Sale Shares shall comprise the above-mentioned Ordinary EMI Shares,
- 6 2 2 no Proposed Transferee shall be specified in the Transfer Notice,
- 6 2 3 the Sale Price shall be determined by article 6 3,

- 6 2 4 references to "Transfer Notice being received" in article 5 shall be replaced by "the date of determination of the Fair Price" if a Fair Price falls to be determined,
- 6 2 5 the Leaver shall not be entitled to withdraw the Transfer Notice if he does not accept the Auditor's determination of the Fair Price
- 6 3 The Sale Price shall be -
- 6 3 1 in the case of a Good Leaver, the Fair Price,
- 6 3 2 in the case of a Bad Leaver, the lower of the Issue Price and the Fair Price
- 6 4 In this article 6 -
- 6 4 1 an EMI Shareholder shall be deemed to be a Bad Leaver in circumstances where -
- 6 4 1 1 he ceased to be employed by virtue of a breach of the terms of his employment in circumstances whereby he chooses not to bring a claim for unfair or constructive dismissal or does so but is either awarded no compensation or does receive compensation but only by virtue of the fact that in connection with his dismissal the Company breached its disciplinary or grievance procedures,
- 6 4 1 2 he leaves voluntarily except on death, ill-health, retirement at or after the date on which the EMI Shareholder is normally expected to retire in accordance with the EMI Shareholder's contract of employment, or by written prior arrangement, except that no EMI Shareholder may take advantage of the retirement exception in this article 6 4 1 2 if he had already reached such retirement age within 6 months after becoming an EMI Shareholder,
- 6 4 2 an EMI Shareholder shall be deemed to be a Good Leaver in circumstances where the relevant person is not deemed to be a Bad Leaver pursuant to article 6 4 1,
- 6 4 3 the "Fair Price" shall be such price as the transferor and the Company shall agree within ten Business Days of the date of the deemed Transfer Notice or, failing such agreement, such price as the Auditors shall determine pursuant to article 6 5
- 6 5 The Auditors shall determine the Fair Price on the basis of a fair value of the business as a going concern at the date on which the Leaver is deemed to have served the Transfer Notice as between a willing Vendor and willing Purchaser. The Fair Price shall not be discounted or enhanced by reference to the fact that the Sale Shares represent a majority or minority interest in the issued share capital of the Company. The Auditors shall act as experts and not as arbitrators and their determination shall be final and binding

7 Death of an EMI Shareholder

- 7 1 Where an EMI Shareholder dies (a "**Deceased EMI Shareholder**") the board of directors of the Company (the "**Board**") may, and on the application in writing of any Ordinary Shareholder shall, by notice in writing addressed to the personal representatives of the Deceased EMI Shareholder ("**Personal Representatives**") served at his address appearing in the register of members of the Company, require that his Personal Representatives give a Transfer Notice in respect of all of the Ordinary EMI Shares held by the Deceased EMI Shareholder at the date of death ("**Sale Shares**")
- 7 2 If the Personal Representatives fail to give a Transfer Notice within 30 days from the date of service of such notice by the Board, or if the Deceased Shareholder has no personal representatives, a Transfer Notice shall be deemed to have been given 30 days after the date of service of the notice by the Board
- 7 3 If a Transfer Notice is deemed to have been served in respect of the Ordinary EMI Shares held by the Deceased Shareholder, this article 7 shall apply to those Ordinary EMI Shares as though a Transfer Notice was served in accordance with article 7 1
- 7 4 The price ("**Fair Price**") at which the Personal Representatives propose to sell the Sale Shares shall be either
- 7 4 1 as the Personal Representatives and the Board may agree within fifteen Business Days of the date of the notice served by the Board, or
- 7 4 2 in the absence of such agreement, within 30 days from the date of service of the notice by the Board, as the Auditors may determine to be the Fair Price. In ascertaining the Fair Price the Auditors shall act as experts and not as arbitrators and their decision (save in the cause of manifest error) shall be final and binding on the parties
- 7 5 The provisions of article 6 5 shall apply to any determination of Fair Price under article 7 4 2, provided that for these purposes
- 7 5 1 references to "Leaver" in article 6 5 shall be replaced by "Personal Representatives", and
- 7 5 2 the Fair Price shall not be discounted or enhanced by reference to the fact that the Sale Shares are being sold as a result of the death of the Deceased Shareholder or the impact of his demise on the business carried on by the Company (such business being the management of travel companies and a travel agency and any other ventures agreed by the Board)
- 7 6 At any time within 6 months after the determination of the Fair Price ("**Transfer Period**"), any surviving Ordinary Shareholder may, by notice in writing to the Personal Representatives, elect to purchase the Sale Shares at the Fair Price
- 7 7 If either
- 7 7 1 within the Transfer Period the Ordinary Shareholders all give notice to the Personal Representatives that they do not want to purchase the Sale Shares ("**Refusal Notice**"), or

7 7 2 the Ordinary Shareholders fail to purchase the Sale Shares within the Transfer Period,

then the Personal Representatives shall be at liberty to transfer all of the Sale Shares to any person but they may not transfer the Sale Shares at a lower price than the Fair Price or a price agreed between the Personal Representatives and the Board

7 8 In the event that the Board, either on its own or on the application of the surviving Ordinary Shareholders, decides not to serve notice on the Personal Representative under article 7 1, and the Personal Representatives decide to transfer the Deceased Shareholder's shares outside of this article 7, the provisions of article 5 shall apply to the proposed transfer

8 Bankruptcy of EMI Shareholders

In the event that an EMI Shareholder becomes bankrupt or enters into any composition or arrangement with its creditors generally he shall be deemed to have served a Transfer Notice in respect of the Ordinary EMI Shares held by him and the provisions of article 6 shall apply as if he were a Leaver The Sale Price for these purposes shall be ascertained as if he were a Good Leaver

9. Drag along

9 1 In this article 9 a **"Qualifying Offer"** shall mean an arms' length offer in writing by or on behalf of any person (the **"Offeror"**) to the Shareholders to acquire all the shares in the Company for a specified amount of consideration

9 2 If the holders of more than 50 per cent of the Ordinary Shares at the relevant time (the **"Accepting Shareholders"**) wish to accept the Qualifying Offer, then the provisions of this article 9 shall apply

9 3 The Accepting Shareholders shall give written notice to the remaining holders of any shares (the **"Remaining Shareholders"**) of their wish to accept the Qualifying Offer and the Remaining Shareholders shall become bound to accept the Qualifying Offer and to transfer their shares to the Offeror (or his nominee) with full title guarantee (but no other warranties, covenants or indemnities) on the date specified by the Accepting Shareholders

9 4 If any Remaining Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any of the Accepting Shareholders shall be entitled to, and shall be entitled to authorise and instruct such person as they think fit to, execute the necessary transfer(s) and indemnities on the Remaining Shareholder's behalf and, against receipt by the Company (on trust for such shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person

10. Tag along

10 1 If at any time one or more Ordinary Shareholders (the **"Proposed Sellers"**) propose to sell, in one or a series of related transactions, Ordinary Shares representing 75 per cent or more in nominal value of the Ordinary Shares in issue at that time (the **"Relevant**

Holding") to any person the Proposed Sellers may only sell the Relevant Holding upon compliance with the provisions of this article 10

- 10 2 The Proposed Sellers shall give written notice (the **"Proposed Sale Notice"**) to the other Shareholders (the **"Other Shareholders"**) of such intended sale at least 10 Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the **"Proposed Buyer"**), the purchase price per share (the **"Proposed Price"**) and other terms and conditions of payment, the proposed date of sale (the **"Proposed Sale Date"**) and the number of Ordinary Shares proposed to be purchased by the Proposed Buyer (the **"Proposed Sale Shares"**)
- 10 3 Any Other Shareholder shall be entitled by written notice given to the Proposed Sellers (such notice to be irrevocable without the consent of the Proposed Sellers) within 5 Business Days of receipt of the Proposed Sale Notice to sell all of his shares (of any class) to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice (where the Proposed Price will also be the purchase price per any class of share)
- 10 4 If any Other Shareholder gives written notice to the Proposed Sellers in accordance with article 10 3, and is thereby entitled to sell his shareholding in the Company, the number of Ordinary Shares to be sold by the Proposed Sellers shall be reduced pro rata by the number of shares of any class which that Other Shareholder is entitled to sell
- 10 5 If any Other Shareholder is not given the rights accorded him by the provisions of this Clause, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect

11 Lien

- 11 1 The Company shall have a first lien on every share (whether or not fully paid) for any amount (whether presently payable or not) owing to the Company from the holder (whether a sole holder or one of two or more joint holders) and whether or not it is owing in respect of that share
- 11 2 Regulation 8 of Table A does not apply

12. Transfer of Shares

Any instrument of transfer in respect of the first transfer of any shares issued on the incorporation of the Company need only be executed by or on behalf of the transferor whether or not fully paid. Regulation 23 of Table A shall be modified accordingly

13 Proceedings at general meetings

- 13 1 If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds at least 75% in nominal value of the ordinary shares of the Company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held

- 13 2 If at any general meeting any votes shall be counted which ought not to have been counted, or shall not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to affect the result of the voting
- 13 3 Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of any communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest number of participants is assembled or if no such group can be identified at the location of the chairman
- 13 4 Regulation 57 of Table A shall not apply
- 13 5
- 13 5 1 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 documents each executed by or on behalf of one or more members
- 13 5 2 Where the Company and any member have so agreed, the confirmation to the Company by such member of his assent to any resolution by means of an electronic communication shall be deemed to constitute a duly executed document for the purposes of article 13 5 1. Any such electronic communication shall be sent to the address notified by the Company for this purpose
- 13 5 3 Regulation 53 of Table A shall not apply

14. Proxies

An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notanally certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly

15. Directors

- 15 1 Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be at least one. Regulation 64 of Table A shall not apply
- 15 2 Any adult person may be appointed or elected as a director whatever his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age
- 15 3 The directors may appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director

- 15 4 A member or members having the right to attend and vote at any general meeting of the Company and holding at least 75% in nominal value of the shares giving that right may from time to time by notice in writing to the Company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such member or members. Any such notice may consist of one or more documents each executed by or on behalf of such member or members and shall take effect at and from the time when such notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 15 5 The directors shall not be liable to retirement by rotation and regulations 73 to 80 of Table A (inclusive) shall not apply.

16. Alternate directors

- 16 1 Any director (other than an alternate director) may appoint any other person (including another director) to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 of Table A shall not apply.
- 16 2 An alternate director shall have the same entitlement to receive notice of meetings as the entitlement of his appointor and he shall have one vote for each director for whom he acts as alternate (in addition to his own vote if he is also a director) (but he shall count as one person only for the purpose of determining whether a quorum is present). The first sentence of regulation 66 of Table A shall be modified accordingly. The second sentence of regulation 66 of Table A shall not apply.
- 16 3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director. Regulation 67 of Table A shall not apply.
- 16 4 Any appointment or removal of an alternate director shall be by notice to the Company from the director making or revoking the appointment or in any other manner approved by the directors. Regulation 68 of Table A shall not apply.

17 Vacation of office by directors

- 17 1 The office of a director shall be vacated if any director
- 17 1 1 has a bankruptcy order made in respect of him under Part IX of the Insolvency Act 1986,
 - 17 1 2 becomes prohibited by law from being a director,
 - 17 1 3 in the reasonable opinion of all his co-directors becomes incapable by reason of mental disorder of discharging his duties as a director,
 - 17 1 4 resigns his office by written notice to the Company, or
 - 17 1 5 is removed from office pursuant to article 15 4
- 17 2 Regulation 81 shall not apply.

18. Proceedings of directors

- 18 1 Provided that he has disclosed to the directors any material interest, a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present at such a meeting Regulations 94 to 96 (inclusive) of Table A shall not apply
- 18 2 Notice of every meeting of the directors shall in so far as reasonably practicable be given orally (or in writing) to every director and alternate director (whether or not within the United Kingdom), but the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any director shall not invalidate the proceedings at that meeting Regulation 88 of Table A shall be modified accordingly
- 18 3 Where there is one director only, the quorum for any meeting of directors or committee of directors shall be one and that director or his alternate shall exercise all the powers and discretions expressed to be vested in the directors by the regulations of Table A and by these articles Regulation 69 of Table A shall be modified accordingly
- 18 4
- 18 4 1 A resolution in writing executed by or on behalf of all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as effectual as if it had been passed at a meeting of the directors or, as the case may be, a committee of directors duly convened and held and may consist of several documents each executed by or on behalf of one or more directors, but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity
- 18 4 2 Where the Company and any director have so agreed, the confirmation to the Company by such director of his assent to any resolution by means of an electronic communication shall be deemed to constitute a duly executed document for the purposes of article 18 4 1 Any such electronic communication shall be sent to the address notified by the Company for this purpose
- 18 4 3 Regulation 93 of Table A shall not apply
- 18 5 Any director may participate in a meeting of directors by means of any communications system whereby all those participating in the meeting can hear and address each other Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum A meeting held by such means shall be deemed to take place where the largest number of participators is assembled or if no such group can be identified at the location of the chairman
- 18 6 Subject to article 18 7, the directors may, in accordance with section 175(5)(a) of the 2006 Act, authorise any matter which would otherwise involve or may involve a director breaching his duty under section 175(1) of the 2006 Act to avoid conflicts of interest (a "Conflict")

- 18 7 When a Conflict is considered by the directors the director seeking authorisation in relation to the Conflict and any other director with a similar interest
- 18 7 1 shall not count in the quorum nor vote on a resolution authorising the Conflict, and
- 18 7 2 may, if the other directors so decide, be excluded from the board meeting while the Conflict is considered
- 18 8 Each director shall comply with his obligations to disclose his interest in existing and proposed transactions or arrangements with the Company pursuant to sections 177 and 182 of the 2006 Act
- 18 9 Save in relation to a resolution authorising a Conflict, a director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
- 18 10 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

19 Notices

- 19 1 Any notice in writing given under these articles may
- 19 1 1 be delivered or sent by first class post (airmail if overseas)
- | | |
|---|---|
| in the case of a member or his legal personal representative or trustee in bankruptcy | to such member's address as shown in the Company's register of members or the address notified to the Company for that purpose, |
| in the case of a director or alternate | to his last known address or the address last notified to the Company for that purpose, and |
| in the case of the Company, | to its registered office, |
| or | |
- 19 1 2 where a fax number or an address for email or other form of electronic communication has been notified to or by the Company for that purpose, be sent by the relevant form of electronic communication to that address
- 19 2 Any such notice shall be deemed to have been served and be effective
- 19 2 1 if delivered, at the time of delivery, and
- 19 2 2 if posted or sent by fax, email or any other form of electronic communication on receipt or 48 hours after the time it was sent, whichever occurs first,

- 19 3 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 of the Company in respect of the joint holding Notice so given shall constitute notice to all the joint holders
- 19 4 Every notice convening a general meeting shall comply with the provisions of section 325(1) of the 2006 Act as to giving information to members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company
- 19 5 Regulations 112 and 115 of Table A shall not apply

20. Winding up

In regulation 117, the words "with the like sanction" shall be inserted immediately before the words "determine how the division"

21. Indemnity

- 21 1 Subject to the provisions of the Act but without prejudice to any indemnity to which the Auditor or Company Secretary may otherwise be entitled, the Auditors and Secretary of the Company shall be indemnified against all liability incurred by them as such in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty or breach of trust, in which judgment is given in their favour, or which they are acquitted or in which relief is granted to them by the Court, but not otherwise
- 21 2 The Company may fund by way of loan or otherwise a director's expenditure in defending civil or criminal proceedings or in connection with any application under Section 143(3) or (4) and section 727 of the Act provided that the loan or other support must be repaid or otherwise discharged not later than
- 21 2 1 the date the director's conviction becomes final,
- 21 2 2 the date judgment against the director becomes final, or
- 21 2 3 if the court refuses to grant relief, on the date the refusal of such relief becomes final
- 21 3 The Company also indemnifies the Directors against any third party proceedings and applications for relief from liability which are qualifying third party indemnity provisions under the Act and as such the indemnity does not cover -
- 21 3 1 a liability to the Company or to any associated company,
- 21 3 2 payment of a criminal fine or a regulatory penalty,
- 21 3 3 any liability incurred in defending any criminal proceedings in which he is convicted, or in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him, or in an unsuccessful application for relief from liability under the provisions for relief in the Act
- 21 4 Regulation 118 of Table A shall not apply

SCHEDULE

Table A Companies Act 1985

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COMPANIES ACT 1985 TABLE A

TABLE A

REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY SHARES

INTERPRETATION

1 In these regulations

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 "**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 or one or more of the 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 indemnify 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 a 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 instalment 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 matter 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 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 this 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 the 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 distribution 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 MEETING

- 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 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 him 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 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 or (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 had 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 _____ 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 _____ 200 ● and at any adjournment thereof

Signed on _____ 200●"

- 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 _____ 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 _____ 200 ● 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 may vote as he thinks fit or abstain from voting

Signed this day of 200●"

62 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notanally 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 or holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(b) 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, or

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,

(c) 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,

(d) 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 purpose of such communications

63 A vote given or poll demanded by proxy or by the duly authonsed 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 alternative 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 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 amongst 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 that 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 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 PENSION

- 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 a 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 appointer to a separate vote on behalf of his appointer 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 appointer 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 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 appointer 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, debenture, 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 benefit 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 appointer shall be treated as an interest of the alternate director without

prejudice to any interest which the alternative 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 of 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 appointment 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

DIVIDEND

- 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 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 purpose 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 this 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 of 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