

Company number 07169627

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BELL EDUCATIONAL SERVICES LTD ("Company")

8th December 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution ("**Resolution**")

THAT the draft regulations attached to this Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

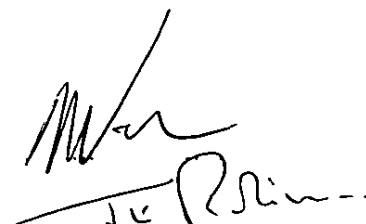
AGREEMENT

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

The undersigned, a person entitled to vote on the Resolution on 8th December 2011, hereby irrevocably agrees to the Resolution

Signed for and on behalf of The Bell
Educational Trust Limited

Date



NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to Lynda Connon at 1 Red Cross Lane, Cambridge CB20QX

You may not return the Resolution to the Company by any other method

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

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by 5 January 2012, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

Company Number 07169627

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
BELL EDUCATIONAL SERVICES LTD**

**(Adopted by Special Resolution
passed on 8 December 2011)**

MILLS & REEVE

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PART 1

INTERPRETATION, OBJECT AND LIMITATION OF LIABILITY

1 Defined terms

1 1 In these articles, unless the context requires otherwise

“articles” means the company’s articles of association,

“associated company” means any subsidiary or holding company of the company or any other subsidiary of the company’s holding company,

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

“business day” means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

“CA 2006” means the Companies Act 2006,

“call” has the meaning given in article 34 1,

“call notice” has the meaning given in article 34 1,

“chairman” has the meaning given in article 12 2,

“chairman of the meeting” has the meaning given in article 53 3,

“clear days” excludes the date on which a notice is given and the date on which the notice period expires,

“company’s lien” has the meaning given in article 32 1,

“Companies Acts” means the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the company,

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called,

“distribution recipient” has the meaning given in article 45 2,

“document” includes, unless otherwise specified, any document sent or supplied in electronic form,

“electronic form” has the meaning given in section 1168 CA 2006,

“eligible director” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not counted in respect of the particular matter),

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,

"hard copy form" has the meaning given in section 1168 CA 2006,

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

"instrument" means a document in hard copy form,

"lien enforcement notice" has the meaning given in article 33 2,

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) (as amended from time to time) and in force at the date of adoption of these articles,

"ordinary resolution" has the meaning given in section 282 CA 2006;

"paid" means paid or credited as paid,

"Parent Undertaking" means The Bell Educational Trust Limited being a charity registered under charity registration number 311585 and company number 01048465,

"participate" in relation to a directors' meeting, has the meaning given in article 10,

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

"proxy notice" has the meaning given in article 59 1,

"qualifying person" has the meaning given in article 52 4,

"relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) CA 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

"shareholder" means a person who is the holder of a share,

"shares" means shares in the company,

"special resolution" has the meaning given in section 283 CA 2006;

"subsidiary" has the meaning given in section 1159 CA 2006, and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the CA 2006 shall have the same meanings in these articles
- 1 3 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles
- 1 4 A reference in these articles to an "article" is a reference to the relevant article of these articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 Objects & liability of members

- 2 1 The object of the Company is to carry on business as a general commercial company to procure profits and gains for the purpose of paying them to Parent Undertaking or any other charitable body that succeeds to its charitable purposes.
- 2 2 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

- 3 1 Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

4 Shareholders' reserve power

- 4 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 4 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

5 Directors may delegate

- 5 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
- 5 1 1 to such person or committee,
 - 5 1.2 by such means (including by power of attorney),
 - 5 1 3 to such an extent,
 - 5 1 4 in relation to such matters or territories, and
 - 5 1 5 on such terms and conditions as they think fit
- 5 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- 5 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

6 Committees

- 6 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors
- 6 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

7 Directors to take decisions collectively

- 7 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8
- 7 2 If
- 7 2 1 the company only has one director for the time being, and
 - 7 2 2 no provision of the articles requires it to have more than one director

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

8 Unanimous decisions

- 8 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 8 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one of more copies of it, or to which each eligible director has otherwise indicated agreement in writing

- 8 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

9 Calling a directors' meeting

- 9 1 Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

- 9 2 Notice of any directors' meeting must indicate

9 2 1 its proposed date and time,

9 2 2 where it is to take place, and

9 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

- 9 3 Notice of a directors' meeting shall be given to each director, but need not be in writing

- 9 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

10 Participation in directors' meetings

- 10 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

10 1 1 the meeting has been called and takes place in accordance with the articles, and

10 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

- 10 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

- 10 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

11 Quorum for directors' meetings

- 11 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

- 11 2 Subject to article 11 3, the quorum for the transaction of business at a meeting of directors is any two directors of which at least one director must, unless the Parent Undertaking approves otherwise in writing, be a non-executive director

- 11 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a director's conflict, if there is only one director in office besides the

conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

- 11 4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the shareholders to appoint further directors

12 Chairing of directors' meetings

- 12 1 The Parent Undertaking may appoint a director to chair the meeting of directors
- 12 2 The person so appointed for the time being is known as the chairman
- 12 3 The Parent Undertaking may terminate the chairman's appointment at any time
- 12 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of the non-executive directors to chair it

13 Voting at directors' meetings: general rules

- 13 1 Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors
- 13 2 Subject to the articles, each director participating in a directors' meeting has one vote
- 13 3 Subject to the articles, if a director has an interest in an actual or proposed transaction or arrangement with the company that director may not vote on any proposal relating to it

14 Casting vote

- 14 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote

15 Transactions or other arrangements with the company

- 15 1 Subject to the provisions of CA 2006 and provided he has declared the nature and extent of any interest of his (unless the circumstances in sections 177(5) and 177(6) and sections 182(5) and 182(6) CA 2006 apply, in which case no disclosure is required), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company, notwithstanding his office
- 15 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- 15 1 2 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 15 1 3 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body

corporate promoted by the company or in which the company is otherwise (directly or indirectly) interested,

- 15 1 4 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 CA 2006)) derives from any contract, transaction or arrangement or from any office or employment or from any interest in any body corporate which he is permitted to hold or enter into by virtue of articles 15 1 1, 15 1 2 or 15 1 3 and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 CA 2006,
- 15 1 5 shall, subject to article 16 1, be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) and shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision on any matter referred to in articles 15 1 1 to 15 1 4 (inclusive) or on any resolution which 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
- 15 2 For the purposes of this article 15, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 15 3 Any disclosure required by article 15 1 may be made at a meeting of the directors, by notice in writing or by general notice or otherwise in accordance with section 177 CA 2006
- 15 4 Subject to article 15 5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- 15 5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 16 Conflicts of interest**
- 16 1 For the purposes of section 175 CA 2006, the directors may authorise any matter proposed to them in accordance with these articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the company. Any such authorisation will be effective only if
- 16 1 1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director, and

16 1 2 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time.

For the purposes of these articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

16 2 A director shall not, by reason of his office, be accountable to the company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate

16 2 1 the acceptance, entry into or existence of which has been approved by the board pursuant to article 15 1 (subject, in any case, to any limits or conditions to which such approval was subject), or

16 2 2 which he is permitted to hold or enter into by virtue of articles 15 1 1, 15 1 2 and 15 1.3,

16 2 3 nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 CA 2006

16 3 A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this article applies only if the existence of that relationship has been approved by the directors pursuant to 16 1. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 (inclusive) CA 2006 because he fails

16 3 1 to disclose any such information to the board or to any director or other officer or employee of the company, and/or

16 3 2 to use or apply any such information in performing his duties as a director of the company

16 4 The provisions of these articles are without prejudice to any equitable principle or rule of law which may excuse the director from

16 4 1 disclosing information, in circumstances where disclosure would otherwise be required under these articles, or

16 4 2 attending meetings or discussions or receiving documents and information in circumstances where such attendance or receipt of such documents and information would otherwise be required under these articles

17 Records of decisions to be kept

- 17 1 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors
- 17 2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

18 Directors' discretion to make further rules

- 18 1 Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

APPOINTMENT OF DIRECTORS

19 Number of directors

- 19 1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than two.

20 Methods of appointing directors

- 20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director
- 20 1 1 by written notice given by the Parent Undertaking to the Company, or
- 20 1 2 by ordinary resolution

21 Termination of director's appointment

- 21 1 A person ceases to be a director as soon as
- 21 1 1 that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law,
- 21 1 2 a bankruptcy order is made against that person;
- 21 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 21 1 4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 21 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

21.1 6 notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms, or

21 1 7 a notice in writing is served upon the director and the company signed by the Parent Undertaking removing that person from office as director

22 Directors' remuneration

22 1 Directors may undertake any services for the company that the Parent Undertaking decides

22 2 Directors (other than those Directors who are also trustees of the Parent Undertaking) are entitled to such remuneration as the Parent Undertaking determines

22 2 1 for their services to the company as directors; and

22 2 2 for any other service which they undertake for the company

22 3 Subject to the articles, a director's remuneration may

22 3 1 take any form, and

22 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

22 4 Unless the Parent Undertaking decides otherwise, directors' remuneration accrues from day to day

23 Directors' expenses

23 1 The company may pay any reasonable expenses which the directors and the company secretary (if any) properly incur in connection with their attendance at

23 1 1 meetings of directors or committees of directors,

23 1 2 general meetings, or

23 1 3 separate meetings of the holders of any class of shares or of debentures of the company

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

SECRETARY

24 Secretary

24 1 Subject to the prior approval in writing by the Parent Undertaking, the directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time

remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

PART 3

SHARES AND DISTRIBUTIONS

ISSUE OF SHARES

25 Maximum nominal amount of shares

- 25 1 The aggregate nominal amount of shares that may be issued in the company shall not exceed such amount as determined by a special resolution or as approved in writing by the Parent Undertaking

26 Powers to issue different classes of share

- 26 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 26 2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

27 Exclusion of statutory pre-emption rights

- 27 1 Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to an allotment of equity securities (as defined in section 560 CA 2006) made by the company

28 Payment of commissions on subscriptions for shares

- 28 1 The company may pay any person a commission in consideration for that person
- 28 1 1 subscribing, or agreeing to subscribe, for shares, or
- 28 1 2 procuring, or agreeing to procure subscriptions for shares
- 28 2 Any such commission may be paid
- 28 2 1 in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and
- 28 2 2 in respect of a conditional or absolute subscription

29 Company not bound by less than absolute interests

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

30 Share certificates

- 30 1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 30 2 Every certificate must specify
 - 30 2 1 in respect of how many shares, of what class, it is issued;
 - 30 2 2 the nominal value of those shares, and
 - 30 2 3 any distinguishing numbers assigned to them
- 30 3 No certificate may be issued in respect of shares of more than one class
- 30 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 30 5 Certificates must
 - 30 5 1 have affixed to them the company's common seal, or
 - 30 5 2 be otherwise executed in accordance with the Companies Acts

31 Replacement share certificates

- 31 1 If a certificate issued in respect of a shareholder's share is
 - 31 1 1 damaged or defaced, or
 - 31 1 2 said to be lost, stolen or destroyedthat shareholder is entitled to be issued with a replacement certificate in respect of the same shares
- 31 2 A shareholder exercising the right to be issued with such a replacement certificate
 - 31 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 31 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and
 - 31 2 3 must comply with such conditions as to evidence and indemnity as the directors decide

PARTLY PAID SHARES

32 Company's lien over shares

- 32 1 The company has a lien (the “**company's lien**”) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future
- 32 2 The company's lien over a share
- 32 2 1 takes priority over any third party's interest in that share, and
- 32 2 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share
- 32 3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

33 Enforcement of the company's lien

- 33 1 Subject to the provisions of this article, if
- 33 1 1 a lien enforcement notice has been given in respect of a share, and
- 33 1 2 the person to whom the notice was given has failed to comply with it
- the company may sell that share in such manner as the directors decide
- 33 2 A lien enforcement notice:
- 33 2 1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- 33 2 2 must specify the share concerned,
- 33 2 3 must require payment of the sum within 14 clear days of the notice,
- 33 2 4 must be addressed to the holder of the share,
- 33 2 5 must state the company's intention to sell the share if the notice is not complied with, and
- 33 2 6 may only be given with the prior written consent of the Parent Undertaking
- 33 3 Where shares are sold under this article 33
- 33 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and
- 33 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

33 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

33 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and

33 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

33 5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date

33 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

33 5 2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share.

34 Call notices

34 1 Subject to the articles and the terms on which shares are allotted, the directors may, with the prior written consent of the Parent Undertaking, send a notice (a "**call notice**") to a shareholder requiring the shareholder to pay the company a specified sum of money (a "**call**") which is payable to the company at the date when the directors decide to send the call notice

34 2 A call notice

34 2 1 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company,

34 2 2 must state when and how any call to which it relates is to be paid, and

34 2 3 may permit or require the call to be made in instalments

34 3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent

34 4 Before the company has received any call due under a call notice the directors may

34 4 1 revoke it wholly or in part, or

34 4 2 specify a later time for payment than is specified in the notice,

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

35 Liability to pay calls

- 35 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid
- 35 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- 35 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them
- 35 3 1 to pay calls which are not the same, or
- 35 3 2 to pay calls at different times

36 When call notice need not be issued

- 36 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share
- 36 1 1 on allotment,
- 36 1 2 on the occurrence of a particular event, or
- 36 1 3 on a date fixed by or in accordance with the terms of issue
- 36 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

37 Failure to comply with call notice: automatic consequences

- 37 1 If a person is liable to pay a call and fails to do so by the call payment date
- 37 1 1 the directors may issue a notice of intended forfeiture to that person, and
- 37.1 2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 37 2 For the purposes of this article
- 37 2 1 the “**call payment date**” is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the “**call payment date**” is that later date; and
- 37 2 2 the “**relevant rate**” is
- (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum

37 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

37 4 The directors may waive any obligation to pay interest on a call wholly or in part

38 Notice of intended forfeiture

38 1 A notice of intended forfeiture

38 1 1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,

38 1 2 must be sent to the holder of that share (or all the joint holders of that share),

38 1 3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice,

38 1 4 must state how the payment is to be made, and

38 1 5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

39 Directors' power to forfeit shares

39 1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

40 Effect of forfeiture

40 1 Subject to the articles, the forfeiture of a share extinguishes

40 1 1 all interests in that share, and all claims and demands against the company in respect of it, and

40 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company

40 2 Any share which is forfeited in accordance with the articles

40 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,

40 2 2 is deemed to be the property of the company, and

40 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit

40 3 If a person's shares have been forfeited

40 3 1 the company must send that person notice that forfeiture has occurred and record it in the register of shareholders,

40 3 2 that person ceases to be a shareholder in respect of those shares,

40 3 3 that person must surrender the certificate for the shares forfeited to the company for cancellation,

40 3 4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

40 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

40 4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit

41 Procedure following forfeiture

41 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

41 2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date

41 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

41 2 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

41 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

41 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

41 4 1 was, or would have become, payable, and

41 4 2 had not, when that share was forfeited, been paid by that person in respect of that share,

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

42 Surrender of shares

42.1 A shareholder may surrender any share

42 1 1 in respect of which the directors may issue a notice of intended forfeiture,

- 42 1 2 which the directors may forfeit, or
- 42 1 3 which has been forfeited
- 42 2 The directors may accept the surrender of any such share.
- 42 3 The effect of surrender on a share is the same as the effect of forfeiture on that share
- 42 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

43 Share transfers

- 43 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the share is fully paid, the transferee
- 43 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 43 3 The company may retain any instrument of transfer which is registered
- 43 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 43 5 No shareholder shall transfer any share except with the prior written consent of the Parent Undertaking
- 43 6 The directors shall forthwith register any duly stamped transfer made in accordance with this article and shall not have any discretion to register any transfer of shares which has not been made in compliance with this article

DIVIDENDS AND OTHER DISTRIBUTIONS

44 Procedure for declaring dividends

- 44 1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 44 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors
- 44 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- 44 4 Unless the shareholders' resolution to declare or directors' decisions to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it
- 44 5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

44 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

44 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

45 Payment of dividends and other distributions

45 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it shall be paid by

45 1 1 such method of payment as the Parent Undertaking shall by written notice to the directors direct, or

45 1 2 any other means of payment as the directors may agree with the distribution recipient in writing

45 2 In the articles, "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable

45 2 1 the holder of the share, or

45 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members

46 No interest on distributions

46 1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

46 1 1 the terms on which the share was issued, or

46.1 2 the provisions of another agreement between the holder of that share and the company

47 Unclaimed distributions

47 1 All dividends or other sums which are

47 1 1 payable in respect of shares, and

47 1 2 unclaimed after having been declared or become payable

may be invested or otherwise made use of by the directors for the benefit of the company until claimed

47 2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it

47 3 If

47 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

47 3 2 the distribution recipient has not claimed it

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company

48 Non-cash distributions

48 1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

48 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

48 2 1 fixing the value of any assets,

48 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

48 2 3 vesting any assets in trustees

49 Waiver of distributions

49 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if

49 1 1 the share has more than one holder, or

49 1 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise

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

CAPITALISATION OF PROFITS

50 Authority to capitalise and appropriation of capitalised sums

50 1 Subject to the articles, the directors shall, if they are so authorised by the Parent Undertaking in writing

50 1 1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve, and

50 1 2 appropriate any sum which they so decide to capitalise ("**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend ("**persons entitled**") and in the same proportions

50 2 Capitalised sums must be applied

50 2 1 on behalf of the persons entitled, and

- 50 2 2 in the same proportions as a dividend would have been distributed to them
- 50 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct
- 50 4 A capitalised sum which was appropriated from profits available for distribution may be applied
- 50 4 1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
- 50 4 2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct
- 50 5 Subject to the articles, the directors may
- 50 5 1 apply capitalised sums in accordance with articles 50.3 and 50 4 partly in one way and partly in another,
- 50 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
- 50 5 3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

51 Attendance and speaking at general meetings

- 51 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 51 2 A person is able to exercise the right to vote at a general meeting when
- 51 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 51 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 51 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

51 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

51 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

52 Quorum for general meetings

52 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

52 2 If the company has only one member, one qualifying person present at a meeting is a quorum

52 3 If the company has more than one member, two qualifying persons present at a meeting are a quorum, unless each is a representative of a corporation or each is appointed as proxy of a member and they are representatives of the same corporation or are proxies of the same member

52 4 For the purposes of these articles, a “qualifying person” is

52 4 1 an individual who is a member of the company,

52 4 2 a person authorised to act as the representative of a corporation in relation to the meeting, or

52 4 3 a person appointed as proxy of a member in relation to the meeting

53 Chairing general meetings

53 1 If the Parent Undertaking has appointed a chairman, the chairman shall chair general meetings if present and willing to do so

53 2 If the Parent Undertaking has not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

53 2 1 the directors present, or

53 2 2 (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

53 3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”

54 Attendance and speaking by directors and non-shareholders

54 1 Directors may attend and speak at general meetings, whether or not they are shareholders

54 2 The chairman of the meeting may permit other persons who are not

54 2 1 shareholders of the company, or

54 2 2 otherwise entitled to exercise the rights of shareholders in relation to general meetings

to attend and speak at a general meeting

55 Adjournment

55 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

55 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

55 2 1 the meeting consents to an adjournment, or

55 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

55 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

55 4 When adjourning a general meeting, the chairman of the meeting must

55 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

55 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

55 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

55 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and

55 5 2 containing the same information which such notice is required to contain

55 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

56 Voting: general

56 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

57 Errors and disputes

- 57 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 57 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

58 Poll votes

- 58 1 A poll on a resolution may be demanded
- 58 1.1 in advance of the general meeting where it is to be put to the vote, or
- 58 1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 58 2 A poll may be demanded at any general meeting by any qualifying person present and entitled to vote at the meeting
- 58 3 A demand for a poll may be withdrawn if
- 58 3.1 the poll has not yet been taken, and
- 58 3.2 the chairman of the meeting consents to the withdrawal
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 58 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

59 Content of proxy notices

- 59 1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which
- 59 1.1 states the name and address of the shareholder appointing the proxy,
- 59 1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- 59 1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- 59 1.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- 59 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 59 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

- 59 4 Unless a proxy notice indicates otherwise, it must be treated as
- 59 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 59 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

60 Delivery of proxy notices

- 60 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 60 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 60 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 60 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

61 Amendments to resolutions

- 61 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 61 1 1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- 61 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 61 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- 61 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 61 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 61 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 5

ADMINISTRATIVE ARRANGEMENTS

62 Means of communication to be used

- 62 1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 62 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 62 3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

63 Company seals

- 63 1 Any common seal may only be used by the authority of the directors
- 63 2 The directors may decide by what means and in what form any common seal is to be used
- 63 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 63 4 For the purposes of this article, an authorised person is
- 63 4 1 any director of the company,
- 63 4 2 the company secretary (if any), or
- 63 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

64 Provision for employees on cessation of business

- 64 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

65 Indemnity

- 65 1 Subject to the provisions of, and so far as may be consistent with, the Companies Acts, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company shall indemnify every relevant officer of the company against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the execution and/or discharge of his duties and/or the exercise of

his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant officer of the company provided that, in the case of any director of the company, such indemnity shall not apply to any liability of that director

65 1 1 to the company or to any of its associated companies,

65 1 2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising), or

65 1 3 incurred

(i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the company or any of its associated companies in which judgment is given against him, or

(ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief,

in each case where the conviction, judgment or refusal by the court is final within the meaning stated in section 234(5) CA 2006

65 2 Every director shall be entitled to have funds provided to him by the company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than

65 2 1 in the event he is convicted in proceedings, the date when the conviction becomes final,

65 2 2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final, or

65 2 3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final,

in each case where the conviction, judgment or refusal by the court is final within the meaning stated in section 234(5) CA 2006

66 Insurance

66 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

66 2 In this article a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company