

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS OF**

**ROY NOMINEES LIMITED**

Company number 285269

(the "Company")

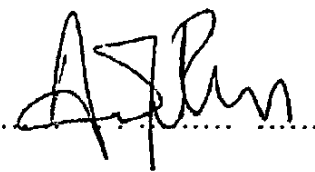
PROPOSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ACCORDANCE WITH  
SECTION 291 OF THE COMPANIES ACT 2006

**MEMBER'S SPECIAL RESOLUTIONS**

**THAT**

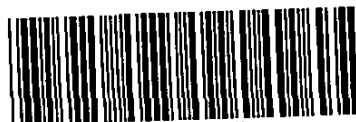
- i) The Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Companies Act 2006, are treated as provisions of the Company's Articles of Association, and
- ii) The Articles of Association annexed 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

By order of the Board



Oluremi Adejumo  
Company Secretary  
DATE 04 July 2014

FRIDAY



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COMPANIES HOUSE

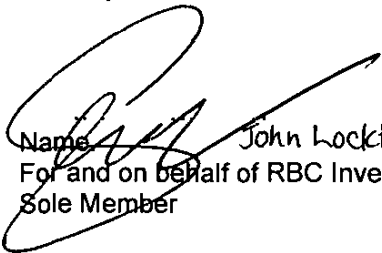
**INFORMATION REQUIRED TO COMPLY WITH SECTION 291(4) COMPANIES ACT 2006**

- 1 Eligible members are the members who would have been entitled to vote on the resolutions on the circulation date of the written resolutions
- 2 The circulation date of the written resolutions is 07 July (the "Circulation Date")
- 3 The procedure for signifying agreement by eligible members to a written resolutions is as follows
  - (A) a member signifies his/her/its agreement to a proposed written resolutions when the Company receives from him/her/it (or someone acting on his/her/its behalf) an authenticated document
    - (i) identifying the resolution to which it relates, and
    - (ii) indicating his/her/its agreement to the resolution,
  - (B) the document must be sent to the Company in hard copy form or in electronic form,
  - (C) a member's agreement to a written resolutions, once signified, may not be revoked, and
  - (D) the written resolutions are passed when the required majority of eligible members have signified their agreement to it
- 4 The period for agreeing to the written resolutions is the period of 15 days beginning with the Circulation Date


**AGREEMENT BY ELIGIBLE MEMBER TO WRITTEN RESOLUTIONS**

We, being the sole eligible member of the Company

- 1 confirm that we have received a copy of the above written resolutions in accordance with section 291 of the Companies Act 2006, and
- 2 hereby resolve and agree that the above resolutions be passed as written resolutions pursuant to section 288 of the Companies Act 2006

  
Name John Lockbaum  
For and on behalf of RBC Investor Services Trust  
Sole Member

DATE 09 July 2014

  
Name Jessica Clinton  
For and on behalf of RBC Investor Services Trust  
Sole Member

DATE 14 July 2014

COMPANY NUMBER 503419

FILED PURSUANT TO SECTION 26 OF THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

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**ARTICLES OF ASSOCIATION**

**of**

**ROY NOMINEES LIMITED**

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Incorporated 2nd March 1934

Adopted by Special Resolution passed on 14 July 2014

NO. 285269.

THE COMPANIES ACT

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

OF

ROY NOMINEES LIMITED

(Passed on 21st October, 1993)

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held on 21st October, 1993 the following Resolution was duly passed as an Ordinary Resolution of the Company:-

RESOLUTION

That the Company be permitted to appoint an unlimited number of Directors.

  
Chairman

NO. 285269.

THE COMPANIES ACT

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

ROY NOMINEES LIMITED

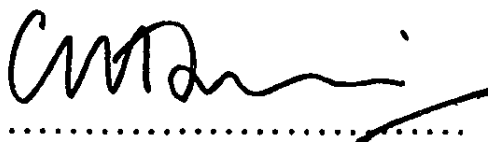
(Passed on 9th January, 1996)

Under a Written Resolution dated the 9th January, 1996, the following Resolution was duly passed as a Special Resolution of the Company:-

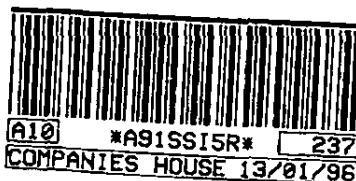
RESOLUTION

That the existing Articles of Association, be amended by the substitution of a new Article 17 which reads as follows:-

"17. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or signed by two other persons appointed by the Directors for the purpose".



.....  
C. J. H. Fisher,  
Company Secretary.



**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS OF**

**ROY NOMINEES LIMITED**

Company number 285269  
(the "Company")

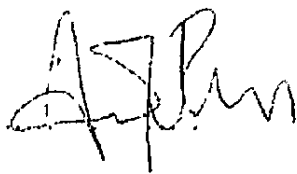
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By order of the Board

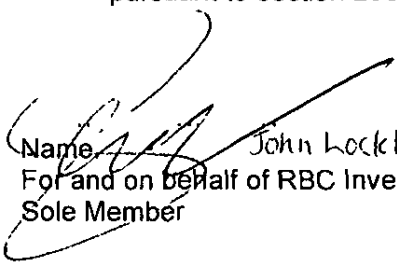


Oluremi Adejumo  
Company Secretary  
DATE 04 July 2014

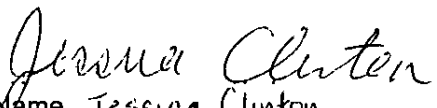
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For and on behalf of RBC Investor Services Trust  
Sole Member

DATE 09 July 2014

  
Name Jessica Clinton  
For and on behalf of RBC Investor Services Trust  
Sole Member

DATE 14 July 2014



# **ARTICLES OF ASSOCIATION**

**of**

## **ROY NOMINEES LIMITED**

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**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**Defined terms**

1. In the articles , unless the context requires otherwise

**"alternate"** or **"alternate director"** has the meaning given in **article 30**;

**"appointor"** has the meaning given in **article 29**;

**"articles"** means the Company's articles of association,

**"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,

**"call"** has the meaning given in **article 59**;

**"call notice"** has the meaning given in **article 59**;

**"certificate"** means a paper certificate (other than a share warrant) evidencing a person's title to specified shares or other securities,

**"certificated"** in relation to a share, means that it is not an uncertificated share or a share in respect of which a share warrant has been issued and is current,

**"chairman"** has the meaning given in **article 16**;

**"chairman of the meeting"** has the meaning given in **article 36**;

**"Companies Acts"** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company, as the same may be amended from time to time,

**"Company's lien"** has the meaning given in **article 57**;

**"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 77**;

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form,

**"electronic form"** has the meaning given in section 1168 of the Companies Act 2006,

**"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,

**"RBC Group"** means the Royal Bank of Canada and any entities controlled by it within the meaning of the Bank Act (Canada),

**"hard copy form"** has the meaning given in section 1168 of the Companies Act 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 58**;

**"member"** has the meaning given in section 112 of the Companies Act 2006,

**"ordinary resolution"** has the meaning given in section 282 of the Companies Act 2006,

**"paid"** means paid or credited as paid,

**"participate"**, in relation to a directors' meeting, has the meaning given in **article 12**;

**"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 42**;

**"securities seal"** has the meaning given in **article 52**;

**"shares"** means shares in the Company,

**"special resolution"** has the meaning given in section 283 of the Companies Act 2006,

**"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006,

**"transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law,

**"uncertificated"** in relation to a share means that, by virtue of legislation (other than section 778 of the Companies Act 2006) permitting title to shares to be evidenced and transferred without a certificate, title to that share is evidenced and may be transferred without a certificate, 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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company

### **Liability of members**

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**

**Directors' general authority**

3. 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

**Members' reserve power**

4.(1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution

**Directors may delegate**

5.(1) Subject to the articles, the directors may delegate any of the powers which are conferred upon them under the articles—

(a) to any such person or committee, whether or not a director of the Company,

(b) by any such means,

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they think fit

(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

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions

**Appointment of Managing Director**

6. 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 of 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 the office of managing director or to any other executive office shall cease whereupon he ceases to be a director of the Company

**Committees**

7.(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

(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

**Minimum number of directors**

8. Unless otherwise determined by ordinary resolution, the minimum number of directors (excluding alternate directors) appointed at any given time shall be not less than two

## **Unanimous decisions**

- 9.(1) A decision of the directors is taken in accordance with this article when all the eligible directors indicate to each other by any means that they share a common view on the matter
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing (including by any means of electronic communication)
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting
- (4) 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

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

10. Decisions of the directors may be taken—
- (a) at a directors' meeting, or
- (b) in the form of a directors' written resolution

### **Calling a directors' meeting**

- 11.(1) Any director may call a directors' meeting
- (2) The Company Secretary must call a directors' meeting if a director so requests
- (3) A directors' meeting is called by giving notice of the meeting to the directors
- (4) Notice of any directors' meeting must be given in accordance with article 87 and indicate—
- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (5) Notice of a directors' meeting must be given to each director, but need not be in writing
- (6) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven 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

### **Participation in directors' meetings**

- 12.(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (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
- (3) Where all the directors participating in a meeting are not in the same place, the meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is

### **Quorum for directors' meetings**

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



(2) The quorum for directors' meetings may be varied from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two

#### **Meetings where total number of directors less than quorum**

14.(1) This article applies where the total number of directors for the time being is less than the quorum for directors' meetings

(2) If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

(3) If there is more than one director—

(a) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so, and

(b) if a directors' meeting is called in accordance with 14(3)(a) but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

#### **Acts of directors valid notwithstanding defective appointment**

15. All acts done by a meeting of directors, or a committee of directors, or by any 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

#### **Chairing directors' meetings**

16.(1) The directors may appoint a director to chair their meetings

(2) The person so appointed shall be known as the chairman and shall be identified in the meeting minutes as such

(3) A simple majority of the directors may terminate the appointment of the chairman at any time

(4) If neither the chairman nor any director appointed generally to chair directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

#### **Voting at directors' meetings: general rules**

17.(1) Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors

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

(3) Subject to the articles, if a director has an interest in an actual or proposed transaction or arrangement with the Company—

(a) that director and that director's alternate may not vote on any proposal relating to it, but

(b) this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest

#### **Chairman's casting vote at directors' meetings**

18.(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

(2) This does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

### **Alternate Directors voting at directors' meetings**

19. A director who is also an alternate director has an additional vote on behalf of each appointor who is—

- (a) not participating in a directors' meeting, and
- (b) would have been entitled to vote if they were participating in it

### **Record of decisions**

20. The secretary shall record and retain in perpetuity, the following -

- (a) resolutions in writing passed by the directors or members,
  - (b) proceedings of meetings of the board,
  - (c) proceedings of meetings of committees of the board,
  - (d) proceedings of meetings of the holders of any class of shares in the Company
- and such records shall include, as appropriate, the location of the meeting and the names of those present at the meeting

### **Conflicts of interest**

21.(1) If a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in a decision at a directors' meeting, or part of a directors' meeting, relating to it for quorum and voting purposes

(3) This paragraph applies when—

(a) the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in, or voting at, a directors' meeting,

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or

(c) the director's conflict of interest arises from a permitted cause

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any RBC Group entity,

(b) subscription, or an agreement to subscribe, for shares or other securities of the Company or any RBC Group entity, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities,

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors,

(d) appointment as a director of any RBC Group entity (except where that entity is a party to a transaction being considered by the meeting),

(e) employment by any RBC Group entity,

(f) ownership of shares or loan notes in the Royal Bank of Canada, acquired pursuant to article 21(4)(c),

(g) appointment as a trustee of a pension scheme established for the benefit of employees of the RBC Group

(5) Subject to paragraph (6), 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

(6) 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

(7) The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law

(a) any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties),

(b) a director to accept or continue in any office, employment or position in addition to his office as a director of the Company and may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises

provided that for this purpose the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted

(8) A director's conflict or potential conflict of interest arising from one of the permitted causes (as defined by article 21(4)) shall be deemed to be authorised for the purposes of article 21(7)

(9) If a matter, or office, employment or position, has been authorised by the directors pursuant to article 21(7), or is deemed to be authorised pursuant to article 21(8), then

(a) the directors shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position,

(b) a director may absent himself from meetings of the director at which anything relating to that matter, or that office, employment or position, will or may be discussed, and

(c) the director may make such arrangements as such director thinks fit for board and committee papers to be received and read by a professional adviser of behalf of that director

(10) a director shall not, by reason of his office, be accountable to the Company for any benefit which derives from any matter, or from any office, employment or position which has been approved by the directors pursuant to article 21(7) or article 21(8) (subject in any such case to any limits or conditions to which such approval was subject

(11) a director is authorised to accept benefits from third parties subject to the specific terms of the RBC Code of Conduct and the RBC Financial Group Enterprise-Wide Policy on Gifts and Entertainment

### **Proposing directors' written resolutions**

**22.(1)** Any director may propose a directors' written resolution

(2) The Company Secretary must propose a directors' written resolution if a director so requests

(3) A directors' written resolution is proposed by giving notice of the proposed resolution to the directors

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

(a) the proposed resolution, and

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

(5) Notice of a proposed directors' written resolution must be given in writing to each director

(6) Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

### **Adoption of directors' written resolutions**

23.(1) A proposed directors' written resolution is adopted when all the directors who would have been entitled and are available to vote on the resolution at a directors' meeting have signed one or more copies of it, provided that those directors would have formed a quorum at such a meeting. If a director would not be available to participate in or entitled to vote at a meeting of the directors, he shall not be required or entitled to sign a resolution in writing of the directors.

(2) It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.

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

### **Directors' discretion to make further rules**

24. 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**

### **Methods of appointing directors**

25. Any person who is willing to act as a director, and is permitted by law to do so, may, subject to applicable RBC Group policies, be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors

### **Termination of director's appointment**

26. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) he shall for more than four consecutive meetings have been absent without the consent of the Chairman from meetings of directors held during the period, and his alternate director (if any) shall not during such period have attended any such meetings instead of him, and the directors resolve that his office be vacated,
- (g) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors, or
- (h) 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

### **Directors' remuneration**

27.(1) Directors may undertake any services for the Company that the directors decide.

(2) Directors are entitled to such remuneration as the member(s) determine(s)—

- (a) for their services to the Company as directors, and

- (b) for any other service which they undertake for the Company
- (3) Subject to the articles, a director's remuneration may—
  - (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day
- (5) Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested
- (6) A director who, at the request of the directors, makes a special journey or performs a special service on behalf of the Company may be entitled to such reasonable additional remuneration and expenses as the directors determine

### **Directors' expenses**

- 28.** The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

## **ALTERNATE DIRECTORS**

### **Appointment and removal of alternate directors**

- 29.**(1) Any director (the "appointor"), other than any alternate director, may appoint as an alternate any other director, or any other person approved by resolution of the directors, to—
- (a) exercise that director's powers, and
  - (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- (2) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- (3) The notice must—
- (a) identify the proposed alternate, and
  - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

### **Rights and responsibilities of alternate directors**

- 30.** (1) Except as the articles specify otherwise, alternate directors—
- (a) are deemed for all purposes to be directors,
  - (b) are liable for their own acts and omissions,
  - (c) are subject to the same restrictions as their appointors, and
  - (d) are not deemed to be agents of or for their appointors
- (2) A person who is an alternate director but not a director—
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
  - (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)
- (3) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

### **Termination of alternate directorship**

- 31.** An alternate director's appointment as an alternate terminates—
- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
  - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
  - (c) on the death of the alternate's appointor, or
  - (d) when the alternate's appointor's appointment as a director terminates

### **SECRETARY**

### **Appointment of Company Secretary**

- 32.** Subject to the provisions of the Act, a Company Secretary shall be appointed by the directors for such term, and upon such conditions as they think fit, and any Company Secretary so appointed may be removed by the directors

**PART 3**  
**DECISION-MAKING BY MEMBERS**  
**ORGANISATION OF GENERAL MEETINGS**

**Members may call general meeting if insufficient directors**

**33 If—**

- (a) the company has fewer than two directors, and
- (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so, then any member may call a general meeting (or instruct the Company Secretary to do so) for the purpose of appointing one or more directors

**Attendance and speaking at general meetings**

**34.(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

**(2)** A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

**(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

**(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

**(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

**Quorum for general meetings**

**35.** 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

**Chairing general meetings**

**36.(1)** If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

**(2)** If the directors have 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—

- (a) the directors present, or
- (b) (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

**(3)** The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

**Attendance and speaking by directors and non-shareholders**

**37.(1)** Directors may attend and speak at general meetings, whether or not they are shareholders

- (2) The chairman of the meeting may permit other persons who are not—
- (a) shareholders of the Company, or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings to attend and speak at a general meeting

### **Adjournment**

- 38.(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
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- (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**

### **Voting: general**

39. 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

### **Errors and disputes**

- 40.(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
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

### **Poll votes**

- 41.(1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (2) A poll may be demanded by—
- (a) the chairman of the meeting,
  - (b) the directors,
  - (c) two or more persons having the right to vote on the resolution, or



- (3) A demand for a poll may be withdrawn if—
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

### **Content of proxy notices**

- 42.**(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
- (a) states the name and address of the shareholder appointing the proxy,
  - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
  - (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (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
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

### **Delivery of proxy notices**

- 43.**(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
- (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
- (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
- (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

### **Amendments to resolutions**

- 44.**(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) 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
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- (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

## **APPLICATION OF RULES TO CLASS MEETINGS**

### **Class meetings**

**45.** The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares

**PART 4**  
**SHARES AND DISTRIBUTIONS**  
**ISSUE OF SHARES**

**Powers to issue different classes of share**

- 46.(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
- (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

**Payment of commissions on subscription for shares**

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

**INTERESTS IN SHARES**

**Company not bound by less than absolute interests**

48. 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

**SHARE RIGHTS**

**Rights not automatically varied by the creation, allotment or issue of further shares**

49. The rights attached to a class of shares are not, unless otherwise expressly provided for in the rights attaching to those shares, deemed to be varied by the creation, allotment or issue of further shares ranking *pari passu* with or subsequent to them or by the purchase or redemption by the Company of its own shares in accordance with the Act

**Rights of deferred shareholders**

50. (1) Deferred shares do not confer an automatic right to participate in the profits of the Company,
- (2) Deferred shares confer a right to receive notice of but not to attend or vote at any general meeting of the Company

## SHARE CERTIFICATES

### Certificates to be issued except in certain cases

- 51.(1) The Company must issue each member with one or more certificates in respect of the shares which that member holds
- (2) This article does not apply to—
- (a) uncertificated shares,
  - (b) shares in respect of which a share warrant has been issued, or
  - (c) shares in respect of which the Companies Acts permit the Company not to issue a certificate
- (3) Except as otherwise specified in the articles, all certificates must be issued free of charge
- (4) No certificate may be issued in respect of shares of more than one class
- (5) If more than one person holds a share, only one certificate may be issued in respect of it

### Contents and execution of share certificates

- 52.(1) Every certificate must specify—
- (a) in respect of how many shares, of what class, it is issued,
  - (b) the nominal value of those shares,
  - (c) the amount paid up on them, and
  - (d) any distinguishing numbers assigned to them
- (2) Certificates must—
- (a) have affixed to them the Company's common seal or an official seal which is a facsimile of the Company's common seal with the addition on its face of the word "Securities" (a "securities seal"), or
  - (b) be otherwise executed in accordance with the Companies Acts

### Consolidated share certificates

- 53.(1) When a member's holding of shares of a particular class increases, the Company may issue that member with—
- (a) a single, consolidated certificate in respect of all the shares of a particular class which that member holds, or
  - (b) a separate certificate in respect of only those shares by which that member's holding has increased
- (2) When a member's holding of shares of a particular class is reduced, the Company must ensure that the member is issued with one or more certificates in respect of the number of shares held by the member after that reduction. But the Company need not (in the absence of a request from the member) issue any new certificate if—
- (a) all the shares which the member no longer holds as a result of the reduction, and
  - (b) none of the shares which the member retains following the reduction, were, immediately before the reduction, represented by the same certificate
- (3) A member may request the Company, in writing, to replace—
- (a) the member's separate certificates with a consolidated certificate, or
  - (b) the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify
- (4) When the Company complies with such a request it may charge such reasonable fee as the directors may decide for doing so
- (5) A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the Company for cancellation

### Replacement share certificates

- 54.(1) If a certificate issued in respect of a member's shares is—
- (a) damaged or defaced, or

(b) said to be lost, stolen or destroyed,  
that member is entitled to be issued with a replacement certificate in respect of the same shares

- (2) A member exercising the right to be issued with such a replacement certificate—
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
  - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
  - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

## SHARES NOT HELD IN CERTIFICATED FORM

### Uncertificated shares

- 55.(1) In this article, "the relevant rules" means—
- (a) any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of shares other than in certificated form, and
  - (b) any applicable legislation, rules or other arrangements made under or by virtue of such provision
- (2) The provisions of this article have effect subject to the relevant rules
- (3) Any provision of the articles which is inconsistent with the relevant rules must be disregarded, to the extent that it is inconsistent, whenever the relevant rules apply
- (4) Any share or class of shares of the Company may be issued or held on such terms, or in such a way, that—
- (a) title to it or them is not, or must not be, evidenced by a certificate, or
  - (b) it or they may or must be transferred wholly or partly without a certificate
- (5) The directors have power to take such steps as they think fit in relation to—
- (a) the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares),
  - (b) any records relating to the holding of uncertificated shares,
  - (c) the conversion of certificated shares into uncertificated shares, or
  - (d) the conversion of uncertificated shares into certificated shares
- (6) The Company may by notice to the holder of a share require that share—
- (a) if it is uncertificated, to be converted into certificated form, and
  - (b) if it is certificated, to be converted into uncertificated form,
- to enable it to be dealt with in accordance with the articles
- (7) If—
- (a) the articles give the directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares, and
  - (b) uncertificated shares are subject to that power, but the power is expressed in terms which assume the use of a certificate or other written instrument, the directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares
- (8) In particular, the directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it
- (9) Unless the directors otherwise determine, shares which a member holds in uncertificated form must be treated as separate holdings from any shares which that member holds in certificated form
- (10) A class of shares must not be treated as two classes simply because some shares of that class are held in certificated form and others are held in uncertificated form

### Share warrants

- 56.(1) The directors may issue a share warrant in respect of any fully paid share

- (2) Share warrants must be—  
    (a) issued in such form, and  
    (b) executed in such manner,  
as the directors decide
- (3) A share represented by a share warrant may be transferred by delivery of the warrant representing it
- (4) The directors may make provision for the payment of dividends in respect of any share represented by a share warrant
- (5) Subject to the articles, the directors may decide the conditions on which any share warrant is issued. In particular, they may—  
    (a) decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost, stolen or destroyed,  
    (b) decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings,  
    (c) decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their shares in certificated or uncertificated form instead, and  
    (d) vary the conditions of issue of any warrant from time to time,  
and the bearer of a warrant is subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued
- (6) Subject to the conditions on which the warrants are issued from time to time, bearers of share warrants have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants
- (7) The Company must not in any way be bound by or recognise any interest in a share represented by a share warrant other than the absolute right of the bearer of that warrant to that warrant

## **PARTLY PAID SHARES**

### **Company's lien over partly paid shares**

**57.(1)** The Company has a lien ("the Company's lien") over every share which is partly paid for any part of—

- (a) that share's nominal value, and
- (b) any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it

(2) The Company's lien over a share—

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

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

### **Enforcement of the Company's lien**

**58.(1)** Subject to the provisions of this article, if—

- (a) a lien enforcement notice has been given in respect of a share, and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide

(2) A lien enforcement notice—

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum payable within 14 days of the notice,

- (d) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the Company's intention to sell the share if the notice is not complied with
- (3) Where shares are sold under this article—
  - (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- (4) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied—
  - (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
  - (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice
- (5) A statutory declaration by a director or the Company Secretary 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—
  - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

### **Call notices**

59.(1) Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice

(2) A call notice—

- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium),
- (b) must state when and how any call to which it relates it is to be paid, and
- (c) may permit or require the call to be paid by instalments

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

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

- (a) revoke it wholly or in part, or
- (b) specify a later time for payment than is specified in the notice,

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

### **Liability to pay calls**

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

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

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

- (a) to pay calls which are not the same, or
- (b) to pay calls at different times

### **When call notice need not be issued**

61.(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 (whether in respect of nominal value or premium)—

- (a) on allotment,
- (b) on the occurrence of a particular event, or
- (c) on a date fixed by or in accordance with the terms of issue

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

### **Failure to comply with call notice: automatic consequences**

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

- (a) the directors may issue a notice of intended forfeiture to that person, and
- (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate

(2) For the purposes of this article—

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

(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(a)

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

### **Notice of intended forfeiture**

63.(1) A notice of intended forfeiture—

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

### **Directors' power to forfeit shares**

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



## **Effect of forfeiture**

- 65.**(1) Subject to the articles, the forfeiture of a share extinguishes—
- (a) all interests in that share, and all claims and demands against the Company in respect of it, and
  - (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company
- (2) Any share which is forfeited in accordance with the articles—
- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
  - (b) is deemed to be the property of the Company, and
  - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit
- (3) If a person's shares have been forfeited—
- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
  - (b) that person ceases to be a member in respect of those shares,
  - (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
  - (d) that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
  - (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- (4) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

## **Procedure following forfeiture**

- 66.**(1) If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- (2) A statutory declaration by a director or the Company Secretary that the declarant is a director or the Company Secretary and that a share has been forfeited on a specified date—
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share
- (3) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
- (4) If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which—
- (a) was, or would have become, payable, and
  - (b) had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

## **Surrender of shares**

- 67.**(1) A member may surrender any share—
- (a) in respect of which the directors may issue a notice of intended forfeiture,
  - (b) which the directors may forfeit, or
  - (c) which has been forfeited
- (2) The directors may accept the surrender of any such share

- (3) The effect of surrender on a share is the same as the effect of forfeiture on that share
- (4) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

## **TRANSFER AND TRANSMISSION OF SHARES**

### **Transfers of certificated shares**

**68.**(1) Certificated 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—

- (a) the transferor, and
  - (b) (if any of the shares is partly paid) the transferee
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- (3) The Company may retain any instrument of transfer which is registered
- (4) The transferor remains the holder of a certificated share until the transferee's name is entered in the register of members as holder of it
- (5) The directors may refuse to register the transfer of a certificated share if—
- (a) the share is not fully paid,
  - (b) the transfer is not lodged at the Company's registered office or such other place as the directors have appointed,
  - (c) the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf,
  - (d) the transfer is in respect of more than one class of share, or
  - (e) the transfer is in favour of more than four transferees
- (6) If the directors refuse to register the transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

### **Transfer of uncertificated shares**

**69.** A transfer of an uncertificated share must not be registered if it is in favour of more than four transferees

### **Transmission of shares**

**70.**(1) If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

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

### **Transmittees' rights**

**71.**(1) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had
- (2) But transmittees do not have the right to attend or vote at a general meeting in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

### **Exercise of transmitters' rights**

- 72.(1) Transmitters who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish
- (2) If the share is a certificated share and a transmitter wishes to have it transferred to another person, the transmitter must execute an instrument of transfer in respect of it
- (3) If the share is an uncertificated share and the transmitter wishes to have it transferred to another person, the transmitter must—
- (a) procure that all appropriate instructions are given to effect the transfer, or
  - (b) procure that the uncertificated share is changed into certificated form and then execute an instrument of transfer in respect of it
- (4) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

### **Transmitters bound by prior notices**

73. If a notice is given to a member in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the member before the transmitter's name has been entered in the register of members

## **CONSOLIDATION OF SHARES**

### **Procedure for disposing of fractions of shares**

- 74.(1) This article applies where—
- (a) there has been a consolidation or division of shares, and
  - (b) as a result, members are entitled to fractions of shares
- (2) The directors may—
- (a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable,
  - (b) in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - (c) distribute the net proceeds of sale in due proportion among the holders of the shares
- (3) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- (4) The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (5) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

## **DISTRIBUTIONS**

### **Procedure for declaring dividends**

- 75.(1) Subject to RBC Group policy, the Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- (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
- (3) No dividend may be declared or paid unless it is in accordance with members' respective rights
- (4) Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it

(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 arrears

(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

(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

### **Calculation of dividends**

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

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

(b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

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

(3) For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

### **Payment of dividends and other distributions**

**77.(1)** Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

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

(a) the holder of the share, or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members, or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

### **Deductions from distributions in respect of sums owed to the Company**

**78.(1)** If—

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

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

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

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

- (a) the fact and amount of any such deduction,
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- (c) how the money deducted has been applied

#### **No interest on distributions**

79. The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

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

#### **Unclaimed distributions**

80.(1) All dividends or other sums which are—

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

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

(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

(3) If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

#### **Non-cash distributions**

81.(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)

(2) If the shares in respect of which such a non-cash distribution is paid are uncertificated, any shares in the Company which are issued as a non-cash distribution in respect of them must be uncertificated

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

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

#### **Waiver of distributions**

82. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

## CAPITALISATION OF PROFITS

### Authority to capitalise and appropriation of capitalised sums

**83.**(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

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

**PART 5**  
**MISCELLANEOUS PROVISIONS**  
**COMMUNICATIONS**

**Means of communication to be used**

**84.(1)** Anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 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

(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

(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

**ADMINISTRATIVE ARRANGEMENTS**

**Company seals**

**85.(1)** Any common seal may only be used by the authority of the directors

(2) The directors may decide by what means and in what form any common seal or securities seal is to be used

(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

(4) For the purposes of this article, an authorised person is—

(a) any director of the Company,

(b) the Company Secretary, or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

(5) If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors

(6) If the Company has a securities seal, it may only be affixed to securities by the Company Secretary or a person authorised to apply it to securities by the Company Secretary

(7) For the purposes of the articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the directors in relation to that document or documents of a class to which it belongs

**Authentication of Documents**

**86.** Any director or the secretary shall have power to authenticate or certify as true copies or extracts

(a) any documents relating to the constitution of the Company,

(b) any documents relating to the appointment of, or any other documents in connection with, directors or the secretary,

(c) any minutes or resolutions of the board, or a committee of the board,

(d) any minutes or resolutions of the members of the Company, or

(e) any agreements, statutory accounts, or other documents relating to, or executed by, the Company

## **Destruction of documents**

**87.**(1) The Company is entitled to destroy—

- (a) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration,
- (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded,
- (c) all share certificates which have been cancelled from one year after the date of the cancellation,
- (d) all paid dividend warrants and cheques from one year after the date of actual payment, and
- (e) all proxy notices from one year after the end of the meeting to which the proxy notice relates

(2) If the Company destroys a document in good faith, in accordance with the articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the Company that—

- (a) entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made,
- (b) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered,
- (c) any share certificate so destroyed was a valid and effective certificate duly and properly cancelled, and
- (d) any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the Company

(3) This article does not impose on the Company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so

(4) In this article, references to the destruction of any document include a reference to its being disposed of in any manner

## **No right to inspect accounts and other records**

**88.** Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

## **Provision for employees on cessation of business**

**89.** The directors may make provision, whether by the payment of gratuities or pensions or otherwise, for the benefit of persons employed or formerly employed, or any family members of persons employed or formerly employed by the Company, or any of its subsidiaries (including, but not restricted to, any 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

## **Winding Up**

**90.** In the event of a winding-up of the Company, the liquidator may, subject to member consent and any requirements of the Act, divide among the members in specie, the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he so determines, but no member shall be compelled to accept any assets upon which there is a liability



## **DIRECTORS' INDEMNITY AND INSURANCE**

### **Indemnity**

**91.(1)** Subject to paragraph (2), a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,
- (b) any liability incurred by that director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), or
- (c) any other liability incurred by that director as an officer of the Company or an associated Company

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

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the Company or an associated Company

### **Insurance**

**92.(1)** Subject to the approval of the members, the directors may arrange to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss

(2) In this article—

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

## **SOLE MEMBER**

### **Sole Member provisions**

**93.** If and for so long as the Company has only one member

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the sole member is a corporation) a duly authorised representative of that member is a quorum,
- (b) all other provisions of the articles apply with any necessary modification, unless expressly stated otherwise

## **CHANGE OF COMPANY NAME**

### **Methods by which to change the Company name**

**94.** Subject to RBC Group Policy, the name of the Company may be changed

- (a) by a special resolution of the member(s) of the Company, or
- (b) by a decision of the directors taken in accordance with the articles