

11-09-97

Company Number 720284

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION

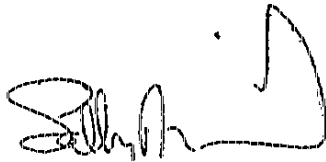
pursuant to Section 378 Companies Act 1985

of De La Rue International Limited

Passed the 8th day of September 1997

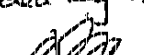
At an extraordinary general meeting of the members of the above named company, duly convened and held at 6 Agar Street, London, WC2N 4DE on the 8th day of September 1997 the following SPECIAL RESOLUTION was duly passed:

THAT the regulations contained in the document annexed hereto be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.



SECRETARY



Final version provided by Herbert  
Smith 8/09/97 

Company Number : 720284

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION  
OF  
DE LA RUE INTERNATIONAL LIMITED

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DE LA RUE INTERNATIONAL LIMITED  
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## Articles of Association of De La Rue International Limited

### 1. PRELIMINARY

#### Definitions

- 1.1 The following words have these meanings in these Articles unless the contrary intention appears.

**Act** means the Companies Act 1985;

**Alternate Director** means a person appointed as an alternate director under Article 15.7;

**Articles** means the articles of association of the Company as amended from time to time, and a reference to a particular article has a corresponding meaning;

**clear days** means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**Company** means De La Rue International Limited;

**Director** means a person holding office as a director of the Company, and where appropriate includes an Alternate Director;

**executed** means any method of execution;

**Executive Director** means a person appointed as an executive director under Article 15.23;

**legislation** means the Act and all other laws and regulations applying to the Company;

**Managing Director** means a person appointed as a managing director under Article 15.23;

**Member** means a person entered in the Register as a holder of shares in the capital of the Company;

**a person of unsound mind** means a person who is, or may be, suffering from mental disorder and either:

- (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;

**Register** means the register of members of the Company;

**Registered Office** means the registered office of the Company;

**Representative** means a person appointed to represent a corporate Member at a general meeting of the Company in accordance with the Act;

**Seal** means the common seal (if any) of the Company and an official seal (if any) kept by the Company by virtue of section 40 of the Act, or either of them as the case may require;

**Secretary** means a person appointed under Article 16.1 as the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary; and

**United Kingdom** means Great Britain and Northern Ireland.

## Interpretation

### 1.2 In these Articles:

- (a) words which refer to males also refer to females and to companies and so on;
- (b) the word "person" includes a firm, a body corporate, an unincorporated association or any authority;
- (c) words in the singular include the plural, and the other way around;
- (d) where the Articles refer to months or years, these are calendar months or years;
- (e) a reference to a law includes regulations and instruments made under the law;
- (f) unless the contrary intention appears in these Articles, when an Act, or a section of an Act, is referred to this includes any amendment to the Act or section as well as any re-enactment (which is where the Act, or section, is included in another Act);
- (g) where the Articles give any power or authority to anybody, this power or authority can be used on any number of occasions, unless the context does not allow this meaning;
- (h) any word which is defined in the Act means the same in the Articles, unless the Articles define it differently or the context where the word appears is inconsistent with the definition given in the Act; and
- (i) where the Articles say that anything can be done by passing an Ordinary Resolution, this can also be done by passing a Special Resolution or an Extraordinary Resolution.

### 1.3 Headings in the Articles are inserted for convenience and do not affect the interpretation of the Articles.

Table A not to apply

- 1.4 The regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 do not apply to the Company.

## 2. SHARE CAPITAL AND VARIATION OF RIGHTS

### Share Capital

- 2.1 The share capital of the Company is divided into pounds sterling and Swiss francs being 152,000,000 ordinary shares of £1.00 each and 29,000 redeemable preference shares of 1,000 Swiss francs each.

### Power to issue shares

- 2.2 Subject to the provisions of the Act and subject to any special rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the Directors may determine).
- 2.3 The Directors can decide how to deal with any shares which have not been issued. The Directors can allot or dispose of all or any of them to such persons at such times and on such terms and conditions as the Directors think fit. The Directors can also grant options to acquire shares.

However the Directors must obey:

- the provisions of legislation relating to authority, pre-emption rights and other matters; and
- any resolution of a general meeting which is passed under the legislation.

### Redeemable Shares

- 2.4 Subject to the provisions of the Act, any share may be issued which can be redeemed at the option of the Company or the holder on such terms and in such way as the Articles may provide.

### Variation of rights

- 2.5 If the share capital is divided into different classes of shares, the rights attached to a class, unless otherwise provided by the terms of issue of the shares of that class, may be varied or abrogated in any way:
- (a) as may be provided by those rights; or
  - (b) if there is no such provision, with the consent in writing of the holders of at least three-quarters in nominal value of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class.

The rights attached to a class of shares can be varied or abrogated when the Company is a going concern or if the Company is being wound up, or if this is being considered.

- 2.6 The rights conferred on the holders of the shares of any class are not to be taken as varied by the creation or issue of further shares ranking equally with the first mentioned shares or by the purchase by the Company of any of its own shares unless the rights expressly say otherwise.
- 2.7 The provisions of these Articles relating to general meetings apply so far as they are capable of application and with the necessary changes to every separate meeting of the holders of a class of shares except that:
- (a) a quorum is constituted by 2 persons who, between them, hold or represent one-third in nominal value of the issued shares of the class unless there is only one member of that class in which case one member present in person or by proxy or by Representative shall be a quorum; and
  - (b) any holder of shares of the class, present in person or by proxy or Representative may demand a poll.

#### Commission and brokerage

- 2.8 The Company may exercise the power to pay commissions conferred by the Act. The amount of commission must not exceed 10% of the issue price of the shares. The commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

#### Recognition of interests

- 2.9 The Company is not required to recognise a person as holding a share on any trust, except as required by law.
- 2.10 The Company is not required to recognise any equitable, contingent, future or partial interest in any share or any other right in respect of a share except an absolute right to all of it in the registered holder, whether or not it has notice of the interest or right concerned, except as required by law or by the Articles.

#### Joint holders of shares

- 2.11 Where two or more persons are registered as the joint holders of shares then the Company can pay dividends and any other money relating to a share to any one of them. The Company can limit the number of joint shareholders to be registered to four people.

#### Share Certificates

- 2.12 When a shareholder is first registered as the holder of any class of shares, he is entitled, free of charge, to a separate share certificate for each class of shares. But this does not apply if the legislation requires, or allows, the Company not to issue share certificates.
- 2.13 If a shareholder gets more shares of any class, he is entitled, without charge, to another certificate for the extra shares.
- 2.14 If a shareholder transfers part of his shares covered by a certificate, he is entitled, free of charge, to a new certificate for the balance.

- 2.15 The Company does not have to issue more than one certificate for any share, even if that share is held jointly.
- 2.16 Delivery of a certificate for a share to one of several joint shareholders is sufficient delivery to all of them.
- 2.17 Each share certificate shall be:
- sealed with the Seal; or
  - printed, in any way, with a copy of the Seal; or
  - signed by a Director and a second Director or the Secretary;
- and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on them.
- 2.18 A shareholder can ask for a new certificate if the original is:
- damaged or defaced; or
  - lost, stolen or destroyed.
- 2.19 If a certificate has been damaged or defaced, the Company can require to have the certificate back before issuing a replacement. If a certificate is lost, stolen or destroyed, the Company can require satisfactory evidence, and an indemnity, before issuing a replacement. The Directors can require the shareholder to pay the Company's exceptional expenses for issuing any share certificates under Article 2.18.

### 3. LIEN

#### Lien on share

- 3.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts (whether payable immediately or in the future) payable at a fixed time or called in respect of that share. The Company's lien on a share shall extend to all amounts payable in respect of it.

- 3.2 The Directors may at any time exempt a share wholly or in part from the provisions of Article 3.1.

#### Sale under lien

- 3.3 Subject to Article 3.4, the Company may sell, in any manner as the Directors think fit, any share on which the Company has a lien.

- 3.4 A share on which the Company has a lien may not be sold by the Company unless:

- (a) a sum in respect of which the lien exists is immediately payable; and
- (b) such sum is not paid within 14 clear days after notice has been given to the holder of the share, or the person entitled to the share by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.



## Transfer on sale under lien

- 3.5 For the purpose of giving effect to a sale mentioned in Article 3.3, the Company may receive the consideration, if any, given for the share so sold and the Directors may authorise some person to execute an instrument of transfer of the share sold to, or in accordance with the directions of, the purchaser, or do all such other things as may be necessary or appropriate for it to do to effect the transfer.
- 3.6 The Company must register the transferee as the holder of the share comprised in any such transfer and the transferee is not bound to see to the application of the purchase money.
- 3.7 The title of the transferee to the share shall not be affected by any irregularity or invalidity of the proceedings in connection with the sale of the share.

## Proceeds of sale

- 3.8 The net proceeds of a sale mentioned in Article 3.3, after payment of the costs, shall be applied by the Company in payment of so much of the amount for which the lien exists as is presently payable, and the residue, if any, shall (upon surrender to the Company for cancellation of the certificate for the share sold and subject to a like lien for any amount not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale.

## 4. CALLS ON SHARES

### Directors to make calls

- 4.1 Subject to the terms of allotment, the Directors may make calls on a Member in respect of any money unpaid on the shares of that Member, whether in respect of the nominal value of the shares or the premium.
- 4.2 A call may be required to be paid by instalments.
- 4.3 The Directors may revoke or postpone a call, in whole or in part.

### Time of call

- 4.4 A call is deemed to be made at the time when the resolution of the Directors authorising the call is passed.

### Members' liability

- 4.5 Each Member shall pay to the Company the amount called on the shares at the time or times and place specified by the Directors provided that he has received at least 14 clear days' notice specifying when and where payment is to be made.
- 4.6 The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.
- 4.7 The non-receipt of a notice of any call by a Member, or the accidental omission to give notice of a call to a Member, does not invalidate the call.

4.8 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding that he has subsequently transferred the shares in respect of which the call was made.

4.9 If a Member has not paid any money called for which is due immediately, including any interest and expenses, then, until everything which is due is paid, he is not entitled to:

- receive any dividend;
- attend any meeting;
- vote at any meeting, or in a poll,
- appoint a proxy to do any of these things for him; or
- exercise any of the other rights of a Member.

**Interest on default is payable**

4.10 If a sum called in respect of a share is not paid before or on the day on which payment is due, the person from whom the sum is due shall pay interest on the sum until the time payment is actually made at the rate fixed by the terms of allotment of the share or in the notice in which the call is made or, if no rate is fixed, at the appropriate rate (as that is defined by the Act). The Directors may waive payment of that interest either wholly or partly.

**Fixed instalments are deemed to be calls**

4.11 Any sum that, because of the terms of issue of a share becomes payable on allotment or at a fixed date, whether in respect of the nominal value of the share or the premium, is deemed for the purposes of these Articles to be a call duly made and payable on the date on which under the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become due and payable by virtue of a call duly made and notified.

**Differentiation between shareholders as to calls**

4.12 Subject to the terms of allotment, the Directors may differentiate between the holders as to the amount of calls to be paid on their shares and the times of payment.

**Prepayment of calls**

4.13 The Directors may accept from a Member the whole or a part of the amount unpaid on a share even though no part of that amount has been called.

4.14 The Company may pay interest on the whole or any part of any amount so accepted, until the amount becomes payable, at such rate, (if any) as is agreed on between the Directors and the Member paying the sum.

## 5. FORFEITURE OF SHARES

### Notice requiring payment of call

- 5.1 If a Member fails to pay a call or instalment of a call on the day appointed for payment of the call or instalment, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, give the Member not less than 14 clear days' notice requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued.
- 5.2 The notice must name the place where payment is to be made and shall state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.

### Forfeiture for failure to comply with notice

- 5.3 Any share in respect of which a notice under Article 5.1 has not been complied with may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- 5.4 A forfeiture under Article 5.3 includes all dividends and other amounts payable in respect of the forfeited shares but not actually paid before the forfeiture.
- 5.5 Subject to the provisions of the Act, a share forfeited under Article 5.3 may be sold, re-allotted or otherwise disposed of to whom and on such terms and conditions and in such manner as the Directors think fit.

### Cancellation of forfeiture

- 5.6 The forfeiture of a share may be cancelled at any time before a sale or disposition of a share on such terms as the Directors think fit.

### Effect of forfeiture on former holder's liability

- 5.7 A person whose shares have been forfeited:
- (a) ceases to be a Member in respect of the forfeited shares and loses all entitlement to dividends and other distributions or entitlements on the shares;
  - (b) shall surrender the certificate for the forfeited shares to the Company for cancellation; and
  - (c) remains liable to pay the Company all amounts which, at the date of forfeiture, were payable by that person to the Company in respect of the shares, plus interest either at the rate at which interest was payable on those amounts before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until the date of payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

#### **Evidence of forfeiture**

- 5.8 A statutory declaration by a Director or the Secretary that a share in the Company has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share.

#### **Transfer of forfeited share**

- 5.9 The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the share and may authorise someone to execute an instrument of transfer of the share in favour of the person to whom the share is sold or disposed of.
- 5.10 On the execution of the transfer, the transferee must be registered as the holder of the share and is not bound to see to the application of any money paid as consideration.
- 5.11 The title of the transferee to the share is not affected by any irregularity or invalidity of the proceedings in connection with the forfeiture, sale or disposal of the share.

### **6. TRANSFER OF SHARES**

#### **Forms of instrument of transfer**

- 6.1 The instrument of transfer of a share may be in any usual form or in any other form which the Directors approve.

#### **Registration procedure**

- 6.2 The instrument of transfer:
- (a) must be executed by or on behalf of both the transferor and, where the share is not fully paid, the transferee; and
  - (b) must be left for registration at the Registered Office, together with the certificate for the shares to which it relates and such other information the Directors require to show the right of the transferor to make the transfer.
- 6.3 A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares. A transfer of shares does not pass the right to any dividends declared on the shares until registration.
- 6.4 If the Company registers a transfer, it may keep the instrument of transfer.

#### **Directors' powers to decline to register**

- 6.5 The Directors can without restriction and without giving any reason refuse to register a transfer of a share which is not fully paid up.
- 6.6 The Directors can also refuse to register a transfer of a share unless the instrument of transfer:

- (a) is lodged, duly stamped, at the Registered Office or at such other place as the Directors may appoint and is accompanied by the certificate for the share to which it relates and such other information as the Directors require to show the right of the transferor to make the transfer;
- (b) is in respect of only one class of share; and
- (c) is in favour of not more than four transferees.

6.7 If the Directors decide not to register a transfer of a share they must notify the person to whom the shares were to be transferred within two months after receiving the transfer.

6.8 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may determine.

#### **No fee for registration**

6.9 No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

## **7. TRANSMISSION OF SHARES**

#### **Transmission of shares on death of holder**

7.1 In the case of the death of a Member the only persons recognised by the Company as having any title to the deceased's interest in the shares are::

- (a) the survivor or survivors where the deceased was a joint holder; and
- (b) the personal representatives of the deceased where the deceased was a sole holder,

but this Article does not release the estate of a deceased joint holder from any liability in respect of a share that had been jointly held by the deceased with other persons.

#### **Right to registration on death or bankruptcy**

7.2 A person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, after such information has been produced as is properly required by the Directors, either

- elect to be registered as holder of the share or
- nominate another person to be registered as the transferee of the share.

7.3 If the person becoming entitled under Article 7.2 elects to be registered as holder of the share, the person must deliver or send to the Company a notice in writing signed by him, in such form as the Directors approve, stating that he so elects.

7.4 If the person becoming entitled nominates another person to be registered as the transferee of the share under Article 7.2, he must execute a transfer of the share to the other person.

- 7.5 All the limitations, restrictions and provisions of these Articles relating to the right to transfer shares, and the registration of transfer of shares, are applicable to any such notice or transfer as if the death or bankruptcy of the Member had not occurred and the notice or transfer was a transfer signed by that Member.

## Effect of transmission

- 7.6 A person becoming entitled to a share as a result of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were the holder of the share, except that, before being registered as the holder of the share, he shall not be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the holders of any class of shares.

## 8. ALTERATION OF CAPITAL

### Company's power to alter capital

- 8.1 The Company may by ordinary resolution:

- (a) increase its share capital by the creation of new shares of such amount as is specified in the resolution;
- (b) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide all or any of its shares into shares of smaller amount than its existing shares and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (d) cancel shares which at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

### Reduction of capital

- 8.2 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

## 9. PURCHASE OF OWN SHARES

Subject to the provisions of the Act, the Company may purchase its own shares, including redeemable shares.

## 10. ELECTIVE RESOLUTIONS

Subject to the provisions of the Act, the Company may by elective resolution make elections:

- as to the duration of authority to allot shares;
- to dispense with the laying of accounts and reports before general meetings;

- to dispense with the holding of annual general meetings;
- as to the majority required to authorise short notice of general meetings;
- to dispense with appointment of auditors annually.

## 11. GENERAL MEETINGS

### Annual general meeting

- 11.1 Annual general meetings of the Company are to be held in accordance with the Act.

### General meeting

- 11.2 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 11.3 The Directors may convene a general meeting of the Company whenever they think fit. The Directors must convene a meeting when requisitioned by members under the legislation. If the Directors do not comply with this the members making the requisition can call the meeting themselves under the legislation.

### Notice of general meeting

- 11.4 Subject to the provisions of the Act at least 21 clear days' notice must be given for an annual general meeting and for any extraordinary general meeting where it is proposed to pass a special resolution. For every other extraordinary general meeting at least 14 clear days' notice must be given. The notice must say:

- where the meeting is to be held;
- the date and time of the meeting; and
- the general nature of the business to be transacted.

A notice convening an annual general meeting must say that the meeting is the annual general meeting.

- 11.5 Subject to the Articles and any restrictions imposed on any shares, notices referred to in Article 11.4 shall be given to all members, to all persons entitled to a share in consequence of death or bankruptcy of a member and to the Directors and auditors of the Company.
- 11.6 The non-receipt of notice of a general meeting by, or the accidental omission to give notice of a general meeting to, any person entitled to receive notice does not invalidate the proceedings at that meeting.

## 12. PROCEEDINGS AT GENERAL MEETINGS

### Representation of Member

- 12.1 Any Member may be present and vote in person or may be represented at any meeting of the Company by:

- (a) proxy; or
- (b) in the case of a body corporate which is a Member, a Representative.

### Quorum

- 12.2 No business may be transacted at any general meeting unless a quorum is present. Two persons entitled to vote at the meeting, each being a member or a proxy for a member or, in the case of a body corporate which is a member, a Representative, shall be a quorum. Articles 12.2 to 12.4 do not apply to the Company if it has only one Member, in which case one Member present in person or by proxy or by Representative shall be a quorum.

- 12.3 If a quorum is not present within half an hour from the time appointed for the meeting or if during the meeting a quorum ceases to be present:

- (a) the meeting must be adjourned to the day, time and place the Directors determine or if no determination is made by them to the same day in the next week at the same time and place; and
- (b) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

### Appointment and powers of chairman of general meeting

- 12.4 If the Directors have elected one of their number as chairman of their meetings, that person must preside as chairman at every general meeting.

- 12.5 If a general meeting is held and:

- (a) a chairman has not been elected by the Directors; or
- (b) the elected chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then the Directors present must elect one of their number to be chairman of the meeting or if only one Director is present then he shall be chairman, and, if no Director is present or if all Directors present decline to take the chair, the Members present and entitled to vote must elect one of their number to be chairman of the meeting.

### Conduct and adjournment of general meetings

- 12.6 The chairman is responsible for the general conduct of a general meeting and may make rulings in addition to any general power to adjourn and may adjourn the meeting without putting the question to the vote if the chairman determines this is necessary to ensure the orderly conduct of the meeting.



- 12.7 The chairman may with consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to a different day, time and/or place, but no business may be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.
- 12.8 When a meeting is adjourned for 14 days or more, at least seven clear days' notice must be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.
- 12.9 Except as provided by Article 12.8, it is not necessary to give any notice of an adjournment.

#### Voting at general meeting

- 12.10 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is properly demanded before or on the declaration of the result of the show of hands. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairman; or
  - (b) by not less than 5 Members entitled to vote at the meeting; or
  - (c) by a Member or Members present who represent not less than 10% of the total voting rights of all the Members having the right to vote at the meeting; or
  - (d) by a Member or Members present and holding shares in the company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right.

Unless a poll is properly demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### Poll

- 12.11 If a poll is properly demanded, it must be taken in the manner and at the time directed by the chairman and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.12 A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.
- 12.13 A demand for a poll may be withdrawn.

#### Equality of votes - Chairman's casting vote

- 12.14 If there is an equality of votes, either on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to any other vote he may have.

#### Entitlement to vote

12.15 Subject to any rights or restrictions for the time being attached to any class or classes of shares and to these Articles:

- (a) on a show of hands every Member (being an individual) present in person or (being a body corporate) is present by a Representative who is not himself a member shall have one vote; and
- (b) on a poll every Member shall have one vote for every share of which he is the holder.

#### Joint shareholders' vote

12.16 In the case of joint holders of a share in the Company the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority is determined by the order in which the names stand in the Register.

#### Vote of Shareholder of unsound mind

12.17 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, on a show of hands or on a poll, by any person authorised in that behalf by that court, who may on a poll vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming the right to vote shall be deposited at the Registered Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

#### Effect of unpaid call

12.18 A Member is not entitled to vote at a general meeting unless all calls and other sums presently payable by the Member in respect of the Member's shares in the Company have been paid.

#### Objection to voting qualification

12.19 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered. Any such objection must be referred to the chairman of the meeting, whose decision is final. A vote not disallowed under such an objection is valid for all purposes.

#### Appointment of proxy

12.20 An instrument appointing a proxy must be in writing and shall be executed by or on behalf of the appointor. A corporation may execute a form of proxy either under its common seal or under the hand of a duly authorised officer. A Member may appoint more than one proxy to attend on the same occasion. A proxy need not be a Member.

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- 12.21 An instrument appointing a proxy must be in any usual or common form or in the form approved by the Directors from time to time.
- 12.22 An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.

**Deposit of proxy and other instruments**

- 12.23 The instrument appointing a proxy and any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the Directors may:
- (a) be deposited at the Registered Office or at such other place in the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll taken more than 48 hours after it was demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or
  - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting to the chairman or to the secretary or to any director,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

**Validity of vote in certain circumstances**

- 12.24 A vote given or poll demanded by proxy or by a Representative shall be valid notwithstanding the revocation of the authority of the person voting or demanding a poll unless notice of the revocation has been received by the Company at its Registered Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

**Director entitled to notice of meeting**

- 12.25 A Director is entitled to receive notice of and to attend all general meetings and all separate general meetings of the holders of any class of shares in the capital of the Company and is entitled to speak at those meetings.

**Resolution in writing**

- 12.26 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several documents in like form each executed by or on behalf of one or more Members.

**13. THE DIRECTORS**

**Number of Directors**

- 13.1 Unless otherwise determined by ordinary resolution the minimum number of Directors shall be one and there shall be no maximum number.

**Appointment, Retirement and Removal of Directors**

- 13.2 The Directors of the Company shall not retire by rotation.
- 13.3 The holders of a majority of the issued shares shall be entitled to appoint and remove Directors and every such appointment and removal shall be in writing signed by the company secretary or other duly authorised person and left at the Registered Office of the Company.
- 13.4 An appointment so left shall take effect immediately a consent in writing to become a Director signed by him is left at the Registered Office of the Company. Each such appointment shall be for such period and on such terms as the shareholders think fit.
- 13.5 A removal shall take effect immediately on its being left at the Registered Office. However if a Director is removed in this way it will not affect any claim for damages for breach of any contract of service which he may have.

**Disqualification of Directors**

- 13.6 Any Director shall cease to be a Director if:
- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
  - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) he becomes a person of unsound mind; or
  - (d) he resigns his office by notice to the Company; or
  - (e) he is requested in writing by all the other Directors to resign; or
  - (f) the Directors pass a resolution stating that, in their opinion, any business or company whose management the Director is involved in, or for whom he is acting as an agent, without the prior consent of the Company is in competition with the Company. He will cease to be a Director if he does not end his connection with that business or company, and satisfy the Directors that he has done so, within 30 days of the resolution.
- 13.7 No person shall be disqualified from being or becoming a Director by reason of his reaching the age of seventy or any other age limit shall it be necessary by reason of his age to give special notice under the Act of any resolution appointing a director.

**Share qualifications of Directors**

- 13.8 A Director is not required to hold any share in the Company.

#### Remuneration of Directors

- 13.9 Directors shall be entitled to such remuneration for their services as the Company may determine by ordinary resolution.
- 13.10 The Directors shall have power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to, or to any person in respect of, any Director or former Director of the Company or any subsidiary or holding company of the Company or another subsidiary of any such holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such Director ceases to hold office or employment). A Director may vote at a meeting of Directors in respect of any matter referred to in this Article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting.

#### Travelling Expenses

- 13.11 The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending, participating in and returning from meetings of the Directors or of any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

#### Director's interests

- 13.12 Any Director may, subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his;
- (a) be or become a director of or otherwise hold office or a place of profit in any other company promoted by the Company or in which the Company may be interested as vendor, shareholder or otherwise;
  - (b) contract or make any arrangement with the Company whether as vendor, purchaser, broker, solicitor, accountant or other professional person or otherwise and any contract or arrangement entered or to be entered into by or on behalf of the Company in which any Director is in any way interested is not avoided for that reason; and
  - (c) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company, a related body corporate or any of their respective predecessors in business or their dependants or persons connected with them.
- 13.13 Any Director who:
- (a) holds any office or place or profit referred to in Article 13.12(a);
  - (b) is involved in a contract or arrangement referred to in Article 13.12(b); or
  - (c) participates in an association or otherwise under Article 13.12(c),
- is not by reason of his office liable to account to the Company for any remuneration or other benefits accruing from it.

13.14 For the purposes of Article 13.12:

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

13.15 Provided that a Director declares his interest in a contract or agreement or proposed contract or arrangement with the Company in the manner provided by section 317 of the Act he shall be counted in the quorum of any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof.

13.16 The restrictions on the Directors on voting at a meeting of the Directors or of a Committee of Directors may at any time or times be suspended or relaxed to any extent either generally or in respect of any particular matter by ordinary resolution of the Company.

#### 14. POWERS AND DUTIES OF DIRECTORS

##### Directors to manage Company

14.1 The business of the Company is to be managed by the Directors, who may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting. The Directors may use the Company's powers including those stated in Clause 3 of the Memorandum of Association.

14.2 The Directors are always subject to

- the provisions of the legislation;
- the requirements of the Articles; and
- any regulations laid down by the shareholders by a vote at a general meeting, providing that those regulations are consistent with the legislation and the Articles.

However, if the shareholders lay down any regulation relating to something which the Directors have already done which was within their powers, this regulation cannot invalidate the Directors' previous action.

14.3 Without limiting the generality of Article 14.1, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

#### Appointment of attorney

- 14.4 The Directors may by power of attorney or otherwise appoint any person as agent of the Company for such purposes and subject to such conditions as they think fit and they may delegate to any such person any of their powers, authorities and discretions.
- 14.5 The Directors may at any time revoke or vary any appointment or delegation granted under Article 14.4 but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.
- 14.6 The power conferred by Article 14.4 may contain any provisions which the Directors decide may be necessary for the protection and convenience of any person dealing with the agent and may also authorise the agent to delegate all or any of the powers, authorities and discretions vested in the agent. Save to the extent required by law, the power conferred by Article 14.4 shall not be limited by reference in any other Article to particular powers, authorities or discretions being exercised by the Directors or by a committee of the Directors.
- 14.7 The Directors can give titles to people who work, or are going to work, for the Company and whose titles include the word "director", even though they are not Directors of the Company. The Directors can also change or take these titles away. Even though their titles include "director", this does not imply that they are Directors of the Company. Nor can they act as a Director as a result of having such a title, or be treated as a Director for any of the purposes of the Articles.

#### 15. PROCEEDINGS OF DIRECTORS

##### Directors' meetings

- 15.1 The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 15.2 A Director may at any time, and the Secretary must on the requisition of a Director, convene a meeting of the Directors. Meetings are called by serving a notice on all the Directors but a Director who is out of the United Kingdom is not entitled to be given notice of any Directors' meeting.
- 15.3 It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.

##### Questions decided by majority

- 15.4 Questions arising at a meeting of Directors are to be decided by a majority of votes of Directors involved and voting and any such decision is for all purposes deemed a decision of the Directors.
- 15.5 An Alternate Director involved in any meeting of Directors has one vote for each Director for which that person is an Alternate Director and if that person is also a Director has one vote as a Director.

##### Chairman's Casting Vote

- 15.6 The chairman of the meeting shall have a casting vote.

## Alternate Directors

- 15.7 A Director may appoint any other Director or any other person approved by resolution of the Directors and willing to act, to be an Alternate Director in the Director's place during such period as the Director thinks fit.
- 15.8 An Alternate Director is (unless he is absent from the United Kingdom) entitled to notice of all meetings of the Directors and of committees of the Directors of which his appointor is a member and, if the appointor does not attend a meeting, is entitled to participate and vote in the appointor's stead.
- 15.9 An Alternate Director may exercise any powers that the appointor may exercise and the Alternate Director is deemed for all purposes to be a director of the Company and is not deemed an agent of the appointor.
- 15.10 An Alternate Director is subject in all respects to the conditions attaching to the Directors generally except that the Alternate Director is not entitled to any remuneration under Articles 13.9 or 13.10 otherwise than from the Alternate Director's appointor.
- 15.11 The appointment of an Alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor vacates office as a Director.
- 15.12 An appointment, or the termination of an appointment, of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment and delivered to the Company.

## Quorum for Directors' meeting

- 15.13 At a meeting of Directors, the number whose presence is necessary to constitute a quorum is two or any greater number determined by the Directors from time to time. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum. This Article does not apply to the Company if it has only one Director, and that is permitted by Article 13.1.

## Remaining Directors may act

- 15.14 If there is a vacancy or vacancies in the office of a Director, the remaining Director or Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of convening a general meeting of the Company.

## Chairman of Directors

- 15.15 The Directors must elect one of their number as chairman of their meetings and may also determine the period for which the person elected as chairman is to hold office.
- 15.16 If a Directors' meeting is held and:
  - (a) a chairman has not been elected as provided by Article 15.15; or



- (b) the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Directors present must elect one of their number to be a chairman of the meeting.

#### **Delegation of Directors' Powers**

15.17 The Directors may delegate any of their powers to a committee or committees consisting of at least one of their number and such other persons as they think fit.

15.18 The Directors may also delegate any of their powers to:

- (a) any Managing Director or Executive Director;
- (b) any local board or agency for managing any of the affairs of the Company either in the United Kingdom or elsewhere.

15.19 Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or varied.

15.20 Subject to any conditions, the proceedings of any committee, local board or agency with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

#### **Written resolutions by Directors**

15.21 A resolution in writing signed by all the Directors who are entitled to receive notice of a meeting of the Directors or of a committee of the Directors is as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) of that committee, duly convened and held. Any resolution may consist of several documents in like form, each signed by one or more Directors.

A resolution executed by an Alternate Director need not also be signed by his appointor and if it is signed by a Director who has appointed an Alternate Director, it need not also be signed by the Alternate Director in that capacity.

#### **Validity of acts of Directors**

15.22 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or that a person so appointed was disqualified or had vacated office or was not entitled to vote, as valid as if the person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

#### **Appointment of Managing and Executive Directors**

15.23 The Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company and, subject to the provisions of the Act, for the period and on the terms they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director, but

that will not affect any claim for damages for breach of contract of service between the Director and the Company.

#### **Remuneration of Managing and Executive Directors**

- 15.24 The remuneration of a Managing Director or an Executive Director may be fixed by the Directors..

#### **Powers of Managing and Executive Directors**

- 15.25 The Directors may confer on a Managing Director or an Executive Director any of the powers exercisable by them, on such terms and conditions and with such restrictions as they think fit. The Directors may at any time withdraw or vary any of the powers conferred on a Managing Director or an Executive Director.

- 15.26 Any Director, or the Secretary, has the power to authenticate any of the following things, and to certify copies or extracts from them as true copies or extracts:

- any documents relating to the Company's constitution;
- any resolutions passed by Company's shareholders, or by the Directors or by a committee of the Directors; and
- any books, documents, records or accounts which relate to Company's business.

The Directors can also give this power to others. When any books, documents records and accounts are not kept at the Registered Office, the officer of the Company who has custody of them will be treated as a person who has been authorised by the Directors to authenticate any of them, and to provide certified copies or extracts from them.

- 15.27 This Article applies to a document which appears to be a copy of a resolution or an extract from the minutes of any meeting, and which is certified as a copy or extract as described in Article 15.26. This document will be conclusive evidence for all people who deal with the Company on the strength of the document that:

- the resolution has been properly passed; or
- the extract is a true and accurate record of the proceedings of a valid meeting.

#### **16. SECRETARY**

- 16.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and on such conditions as the Directors think fit. The Directors may also remove the Secretary, but this does not affect any claim for damages against the Company for breach of any contract of employment which he may have.

- 16.2 The Directors can also appoint one or more persons to be deputy or assistant company secretaries for such term, at such remuneration and on such conditions as the Directors think fit. The Directors may also remove any deputy or assistant company secretary, but this does not affect any claim for damages against the Company for breach of any

contract of employment which he may have. Anything which the Articles require or authorise to be done by the Secretary can also be done by any deputy or assistant company secretary.

## 17. SEALS

### Use of seal

- 17.1 The seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the seal.
- 17.2 The Directors may determine whether any document to which the seal is affixed shall be signed and, if it is to be signed, may appoint in writing any Director or a person other than a Director who shall sign it.

Unless otherwise determined by the Directors:

- (a) share certificates need not be signed and any signature may be applied to any such certificate by any mechanical or other means or may be printed on it; and
- (b) every other document to which the seal is affixed shall be signed by one director and by the secretary or another director.

### Use of official seals

- 17.3 Subject to the provisions of the Act, the Company may have for use in any place abroad one or more official seals.

## 18. DIVIDENDS AND RESERVES

### Declaration of dividend

- 18.1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.

### Directors may authorise interim dividend

- 18.2 Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution.

If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

If the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

### Calculation and apportionment of dividends

- 18.3 Except as otherwise provided by these Articles or the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid.

If any share is issued on terms that it ranks for dividend as from a particular date, it shall rank for dividend accordingly. In any other case (and except as aforesaid), dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purpose of this Article, an amount paid up on a share in advance of a call shall be treated, in relation to any dividend declared after the payment but before the call, as not paid up on the share.

### Distribution of specific assets

- 18.4 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same as they think fit and in particular (but without limitation) may issue fractional certificates (or ignore fractions) and fix the value for distribution of any assets, and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of Members, and may vest any assets in trustees.

### Payment of dividend

- 18.5 Any dividend or other money payable in respect of a share may be paid by cheque or warrant sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the Register or to such person and to such address as the person or persons entitled may in writing direct.

Every cheque or warrant shall be made payable to the order of or to the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque or warrant shall be a good discharge to the Company.

Any such dividend or other money may also be paid by any other method (including direct debit or credit and bank transfer) which the Directors consider appropriate.

Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other money payable in respect of the share.

### No interest on dividends

- 18.6 No dividend or other money payable in respect of a share shall bear interest against the Company, unless otherwise provided by the rights attached to the share.

#### Unclaimed dividends

- 18.7 The Directors can invest any dividends which have not been claimed in the 12 months after the Directors have announced the dividend, until the dividends are claimed. Or the Directors can use them in any other way for the Company's benefit until they are claimed. The Company will not be a trustee of the money. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

#### Record dates for payments and other matters

- 18.8 This Article applies to any dividend on any shares, or any distribution, allotment or issue to the holders of any shares. This can be paid or made to the registered holder or holders of the shares, or to anyone entitled in any other way, at the close of business on a particular day. It will be based on the number of shares registered on that day, even if this is before any resolution to authorise what is being done was passed. This Article applies whether what is being done is the result of a resolution of the Directors, or a resolution at a general meeting. The date can be before the dividend and so on is to be paid or made, or before any relevant resolution was passed. The rights attaching to any shares, and the terms of any shares, override this Article if they are inconsistent with it. This Article does not affect the rights between past and present shareholders to payments and so on.

### 19. CAPITALISATION OF PROFITS

#### Capitalisation of reserves and profits

- 19.1 The Directors may with the authority of an ordinary resolution of the Company resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve and to appropriate the sum resolved to be capitalised to the Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend, and apply the sum in any of the ways mentioned in Article 19.2.

- 19.2 The ways in which a sum may be applied under Article 19.1 are:

- (a) in paying up any amounts unpaid on shares held by Members;
- (b) in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those Members, or as they may direct; or
- (c) partly as mentioned in paragraph (a) and partly as mentioned in paragraph (b);

but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid.

19.3 The Directors may do all things necessary to give effect to the resolution and, in particular, may

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become distributable under this Article in fractions; and
- (b) authorise any person to enter, on behalf of all of the Members concerned into an agreement with the Company providing for the allotment to them, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation and any such agreement is effective and binding on all the Members concerned.

## 20. NOTICES

### Notices in writing

20.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

### Service of Notices

20.2 A notice may be given by the Company to any Member, Director or other person receiving notice under these Articles either by delivering it to the person personally or by sending it by post in a prepaid envelope to the person at their address as shown in the Register or the address supplied by the person to the Company for the giving of notices to the person. If any notice, or other document, relating to any meeting or other proceeding is accidentally not sent or is not received, the meeting or other proceedings will not be invalid as a result.

20.3 If a notice is sent by post, delivery of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and the notice is deemed to have been delivered on the day after the date of its posting.

20.4 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.

20.5 Every person who becomes entitled to a share shall be bound by every notice given in accordance with this Article to the person from whom that person derives title prior to registration of that person's title in the Register.

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

20.7 Subject to the provisions of the Act, a document (including notices) can be served on the Company by:

- delivering it to the Registered Office addressed to the Company, or

- sending it to the Registered Office by a letter, with postage paid, addressed to the Company.

20.8 A Member present, either in person or by proxy or by Representative, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where required, of the purposes for which it was called.

## 21. ACCOUNTS

### Company to Keep Accounts

21.1 The Directors must cause the Company to keep proper accounting records in accordance with the requirements of the legislation.

### Inspection

21.2 No member (other than a Director) shall have the right to inspect any accounting records or other document of the Company, unless he is authorised to do so by statute, by order of the court, by the Directors or by an ordinary resolution of the Company.

## 22. WINDING UP

### Distribution of Assets

22.1 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by legislation, divide among the Members in kind the whole or any part of the assets of the Company and may for that purpose value such assets and determine how the division is to be carried out as between the Members or different classes of Members.

22.2 The liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by legislation, vest the whole or any part of the assets in trustees on such trusts for the benefit of the members as the liquidator with the like sanction thinks fit, but so that no Member is compelled to accept any assets in respect of which there is any liability.

## 23. INDEMNITY

### Indemnity of Officers

23.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled -

- (a) every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability, loss or expenditure incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or auditor of the Company and in which judgment is given in his favour or in which he is acquitted, or incurred in connection with any application in which relief is granted to him by the court from liability in respect of any such act or omission or from

liability to pay any amount in respect of shares acquired by a nominee of the Company; and

- (b) the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any Director or other officer or auditor of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as a Director, officer or auditor.

## 24. SECRECY

Every Director, manager, agent, auditor, Secretary and every other Company officer or employee, must keep strictly secret any confidential information relating to:

- any of the Company's dealings and transactions;
- the affairs of the Company's customers;
- the affairs of everybody else who deals with the Company; and
- any other matters which they know through their position with the Company.

They must also sign a secrecy declaration acknowledging this whenever the Directors require it. This will be in the terms which the Directors require.