

No. 03672842

THE COMPANIES ACT 2006

WRITTEN RESOLUTION

of

CAPARO US PARTNER ONE LIMITED

Circulation date

15 July

2010

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the above-named company ("Company") propose that the following resolutions ("Resolutions") are passed as special resolutions:

SPECIAL RESOLUTIONS

- 1 **THAT** the terms of the transaction contemplated by each of the following documents are hereby approved and the execution, delivery and performance of the following documents, with such amendments and modifications as persons authorised to execute the same may approve, is hereby authorised
  - 1 1 an amendment and restatement agreement ("**ARA**") between, amongst others, the Company and Barclays Bank plc ("**Barclays**") in respect of a facility agreement originally dated 15 December 2008 ("**Facility Agreement**") entered into by, amongst others, the Company and Barclays, pursuant to which the Company would agree to amend the Facility Agreement in accordance with the amended Facility Agreement attached in a schedule to the ARA;
  - 1 2 an intercreditor agreement to be entered into between, amongst others, (1) Barclays ("**Barclays**"), (2) Caparo Pensions Scheme Trustees Limited ("**Pension Trustee**"), (3) Caparo Group Limited ("**CGL**"), (4) Caparo Industries PLC ("**CIP**"), (5) the companies named therein as Obligors which includes the Company, (6) the companies named therein as Intra-Group Lenders, and (7) Barclays as security trustee (the "**UK Group Intercreditor**");
  - 1 3 fixed and floating charge document to be entered into by (1) the companies listed at Appendix 1 to these Resolutions (the "**CIP UK Banking Group**") in favour of (2) Barclays as security trustee (the "**UK Group Security Agreement**");
  - 1 4 a guarantee and indemnity to be entered into by the Company and (2) the rest of the CIP UK Banking Group for the benefit of (3) the Pension Trustee ("**Pension Trustee Guarantee**");
  - 1 5 an intra-group funding agreement between (1) the companies named therein as Borrowers and (2) the companies named therein as Lenders ("**Intra-Group Funding Agreement**");
  - 1 6 the documents listed in 1 1 to 1 5 above, together the "**Finance Documents**", and
  - 1 7 any other documents relating to, or connected with, the Finance Documents
- 2 **THAT** the terms of and the transactions contemplated by the Finance Documents are for the commercial benefit of and in the best interests of the Company and are hereby approved and

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the approval of the Company to enter into the Finance Documents or any documents relating to, or connected with the Finance Documents ("**Documents**") is given and authorised

- 3 **THAT** the Directors are instructed to take any action in connection with the negotiation, execution, delivery and performance of the Documents as they shall deem necessary or appropriate
- 4 **THAT** the entry by the Company into the Finance Documents and the proposed transactions under them would promote the success of the Company for the benefit of its members as a whole.
- 5 **THAT** the draft regulations attached and initialled by a director for identification purposes be adopted as the articles of association of the Company to the exclusion of and in substitution for the existing articles of association of the Company
- 6 **THAT** pursuant to section 180(4)(a) of the Companies Act 2006 ("**Act**"), the directors are hereby authorised to do (or omit to do) anything that would otherwise be a breach of duty under section 175 of the Act, in relation to entry by the Company into the Finance Documents,
- 7 **THAT** the members hereby ratify any action taken by the directors of the Company, in relation to the despatch of these proposed Resolutions and the Finance Documents, that could be in breach of their duty to avoid conflicts of interest pursuant to section 175 of the Act
- 8 **THAT** any director shall be entitled to attend, vote and count in the quorum of any meeting of the board, despite any interest that director may have, in relation to the Finance Documents and any prohibition contained in the Articles of Association of the Company in this respect shall be suspended to that extent
9. **THAT** terms defined in the Facility Agreement shall have the same meaning when used herein, unless otherwise defined
- 10 **THAT** the resolutions shall have effect notwithstanding any provisions of the Company's Articles of Association

The undersigned, being the person(s) entitled to vote on the Resolutions on  
15 July 2010, hereby

- (i) each confirm that he/she has received prior to the execution of the Resolutions, copies of all Finance Documents and that he/she has had sufficient time and opportunity to review each such copy; and
- (ii) irrevocably agrees to the Resolutions with immediate effect.

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By

On behalf of  
**CAPARO INDUSTRIES PLC**

**NOTES**

- 1 If this document is being signed on your behalf under a power of attorney then you need do nothing in response to this document
- 2 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
- 3 **By Hand** delivering the signed copy to Caparo House, 103 Baker Street, London W1U 6LN
4. If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 5 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 6 Unless, by 12 August 2010, sufficient agreement has been received for the Resolutions to pass, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
7. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
8. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

## **APPENDIX 1**

### **The CIP UK Banking Group**

Bala Holdings Limited (04626378)  
Barton Engineering Limited (00318635)  
Caparo Accles and Pollock Limited (05663882)  
Caparo Aluminium Technologies Limited (05820611)  
Caparo AP Braking Ltd (05755850)  
Caparo Atlas Fastenings Ltd (05817189)  
Caparo China Limited (06610319)  
Caparo Cradley Heath Limited (00339767)  
Caparo Engineering Ltd (03450375)  
Caparo Fabrications Limited (00429128)  
Caparo Industries PLC (00630473)  
Caparo Industries (LTI) Limited (01022981)  
Caparo Management Services Limited (00303759)  
Caparo Modular Systems Limited (05815981)  
Caparo Precision Strip Limited (05234781)  
Caparo Precision Tubes Limited (05172071)  
Caparo Steel Products Limited (00892463)  
Caparo (Tipton) Limited (SC010201)  
Caparo Tube Components 2 Limited (06043303)  
Caparo Tube Components Limited (06390121)  
Caparo US Partner One Ltd (03672842)  
Caparo US Partner Two Ltd (03672789)  
Caparo Vehicle Products Limited (05730793)  
Caparo Vehicle Technologies Limited (05730802)  
Caparo Wire Limited (00955587)  
Clydesdale Engineering Limited (00236485)  
Clydesdale Forge Limited (00351864)  
CMT Engineering Limited (00212644)  
CMT Steel & Supplies (Northern) Limited (00525521)  
CMT Tubes & Fittings Limited (00092501)  
Gweda Palou Limited (05965043)  
Hayes Tubes Limited (00310915)  
Material Measurements Group Limited (02716291)  
Material Measurements Limited (00653121)

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Nupac Limited (02788727)

S E Bate (Harborne) Limited (00352961)

Systems Scaffolding Limited (04587269)

T1 Cars Limited (05804948)

Tube Fittings Limited (00532930)

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## APPENDIX 2

### Intra Group Lenders

A & H Jones & Co Limited	914609
Barton Aluminium Foundries Limited	401174
Barton Group Limited	00302110
Barton Conduits Limited	507456
Barton Electrical Limited	739787
Barton Overseas Holdings Limited	1490096
Barton Tubes Limited	860003
Caparo Burton Limited	00558933
Caparo Forgings Limited	1247213
Caparo India Limited	02942875
Caparo Merchant Bar PLC	01860172
Caparo Toys Limited	250284
Caparo Tubes Limited	481622
CMT Dynamics Limited	528404
CMT Engineering Insulation Limited	288281
Globaltech Group Ltd	4689665
Material Measurements Contracts Limited	2550367
Material Testing Services Ltd	6195136
Midland Iron (Cradley Heath) Limited	648768
Natural Gas Tubes Limited	133061
NDIS Limited	2723742
Non-destructive Inspection Services Limited	2481442
Quest Inspection Limited	1971790
Rabco Industrial Inspection Ltd	5139877
Trutest (N D T ) Ltd	1142273
United Merchant Bar Limited	351300
Whitehouse Hand Tools Limited	397651
Wrexham Wire Company Limited	492859



Company No. 03672842

ARTICLES OF ASSOCIATION  
OF  
CAPARO US PARTNER ONE LIMITED

Adopted by special resolution passed on 15 July 2010

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## CONTENTS

PART 1 PRELIMINARY AND LIMITATION OF LIABILITY	1
1 REGULATIONS AND ARTICLES NOT TO APPLY	1
2 DEFINED TERMS AND INTERPRETATION	1
3 LIABILITY OF MEMBERS	3
PART 2 OFFICERS	3
DIRECTORS' POWERS AND RESPONSIBILITIES	3
4 DIRECTORS' GENERAL AUTHORITY	3
5 SHAREHOLDERS' RESERVE POWER	3
DECISION-MAKING BY DIRECTORS	3
6 DIRECTORS TO TAKE DECISIONS COLLECTIVELY	3
7 DIRECTORS' WRITTEN RESOLUTIONS	4
8 UNANIMOUS DECISIONS	4
9 CALLING A DIRECTORS' MEETING	5
10 PARTICIPATION IN DIRECTORS' MEETINGS	5
11 QUORUM FOR DIRECTORS' MEETINGS	5
12 CHAIRING OF DIRECTORS' MEETINGS	6
13 VOTING AT DIRECTORS' MEETINGS	6
14 PARTICIPATING AND VOTING WHEN DIRECTOR INTERESTED	6
15 DIRECTORS' DISCRETION TO MAKE FURTHER RULES	7
16 RECORDS OF DIRECTORS' DECISIONS TO BE KEPT	7
DIRECTORS' INTERESTS	7
17 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	7
18 DIRECTORS' CONFLICTS OF INTEREST	7
19 ACCOUNTING FOR PROFIT WHEN INTERESTED	9
DIRECTORS' TERMS OF OFFICE	9
20 METHODS OF APPOINTING DIRECTORS	9
21 TERMINATION OF DIRECTOR'S APPOINTMENT	10

---



22	DIRECTORS' REMUNERATION	10
23	DIRECTORS' EXPENSES	11
	ALTERNATE DIRECTORS	11
24	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	11
25	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	12
26	TERMINATION OF ALTERNATE DIRECTORSHIP	12
	COMPANY SECRETARY	12
27	SECRETARY'S TERMS OF OFFICE	12
	PART 3 SHARES AND DISTRIBUTIONS	13
	SHARES	13
28	ISSUE OF SHARES	13
29	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	13
30	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	13
31	SHARE CERTIFICATES	13
32	REPLACEMENT SHARE CERTIFICATES	14
33	SHARE TRANSFERS	14
34	TRANSMISSION OF SHARES	14
35	EXERCISE OF TRANSMITTEES' RIGHTS	15
36	TRANSMITTEES BOUND BY PRIOR NOTICES	15
	DIVIDENDS AND OTHER DISTRIBUTIONS	15
37	PROCEDURE FOR DECLARING DIVIDENDS	15
38	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	16
39	NO INTEREST ON DISTRIBUTIONS	16
40	UNCLAIMED DISTRIBUTIONS	16
41	NON-CASH DISTRIBUTIONS	17
42	WAIVER OF DISTRIBUTIONS	17
	CAPITALISATION OF PROFITS AND RESERVES	17
43	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	17

---

44	CAPITALISATION TO DEAL WITH FRACTIONS ARISING ON A CONSOLIDATION OF SHARES	18
	PART 4 DECISION-MAKING BY SHAREHOLDERS	18
	WRITTEN RESOLUTIONS	18
45	WRITTEN RESOLUTIONS	18
	GENERAL MEETINGS	19
	ORGANISATION OF GENERAL MEETINGS	19
46	CALLING GENERAL MEETINGS	19
47	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	19
48	QUORUM FOR GENERAL MEETINGS	19
49	CHAIRING GENERAL MEETINGS	19
50	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	20
51	ADJOURNMENT	20
	VOTING AT GENERAL MEETINGS	21
52	VOTING GENERAL	21
53	ERRORS AND DISPUTES	21
54	POLL VOTES	21
55	CONTENT OF PROXY NOTICES	22
56	DELIVERY OF PROXY NOTICES	22
57	CORPORATE REPRESENTATIVES	23
58	NO VOTING OF SHARES ON WHICH MONEY DUE AND PAYABLE TO THE COMPANY	23
59	AMENDMENTS TO RESOLUTIONS	23
	PART 5 ADMINISTRATIVE ARRANGEMENTS	24
60	FORM OF NOTICE	24
61	NOTICES TO THE COMPANY	24
62	NOTICES TO SHAREHOLDERS AND TRANSMITTEES	24
63	NOTICES TO DIRECTORS	25
64	SERVICE OF NOTICES ON SHAREHOLDERS OR DIRECTORS	26

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65	COMPANY SEALS	26
66	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	27
	DIRECTORS' INDEMNITY AND INSURANCE	27
67	DIRECTORS' INDEMNITY AND INSURANCE	27

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**ARTICLES OF ASSOCIATION  
OF  
CAPARO US PARTNER ONE LIMITED  
("Company")**

(Adopted by special resolution passed on )

**PART 1: PRELIMINARY AND LIMITATION OF LIABILITY**

**1. Regulations and articles not to apply**

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company

**2. Defined terms and interpretation**

2 1 In these articles, unless the context requires otherwise

"Act" means the Companies Act 2006,

"appointor" has the meaning given in article 24 1,

"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,

"chairman" has the meaning given in article 12 2,

"chairman of the meeting" has the meaning given in article 49 3;

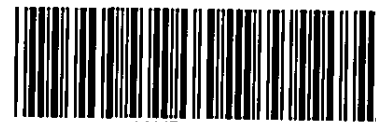
"Companies Acts" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company,

"director" means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called,

"distribution recipient" has the meaning given in article 38 2,

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

"electronic form" and "electronic means" have the meanings given to them in section 1168 of the Act,



**"eligible director"** means

- (a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting, and
- (b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting,

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

**"hard copy form"** has the meaning given in section 1168 of the Act,

**"holder"** in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

**"instrument"** means a document in hard copy form,

**"non-disclosable interest"** has the meaning given in article 18 1,

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

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

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

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

**"proxy notice"** has the meaning given in article 55 1,

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

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

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

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

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

**"working day"** has the meaning given in section 1173(1) of the Act, and

**"writing"** and **"written"** 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.

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

2 3 If, and for so long as, the Company has only one director, all references in these articles to "directors" (other than in those provisions which govern the decision-making by directors (articles 6 to 16) and directors' interests (articles 17 to 19)) shall be construed as a reference to that sole director

2 4 References in these articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with article 64

2 5 References to numbered "articles" are references to numbered provisions in these articles

2 6 Headings in these articles are used for convenience only and shall not affect the meaning of these articles

### **3. Liability of members**

The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them

## **PART 2: OFFICERS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **4. Directors' general authority**

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

#### **5. Shareholders' reserve power**

5 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

### **DECISION-MAKING BY DIRECTORS**

#### **6. Directors to take decisions collectively**

6 1 The general rule about decision-making by directors is that any decision of the directors must be

6 1 1 a majority decision at a meeting,

6 1 2 a majority decision by a directors' written resolution adopted in accordance with article 7, or

6 1.3 a unanimous decision taken in accordance with article 8

6 2 If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making (articles 6 to 16)

## **7. Directors' written resolutions**

- 7.1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests
- 7.2 Subject to article 7.3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence
- 7.3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution
- 7.4 A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting. 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
- 7.5 An alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who

7.5.1 have not signed or are not to sign the directors' written resolution, and

7.5.2 are eligible directors in relation to the directors' written resolution,

provided that (a) the alternate director is himself an eligible director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting

## **8. Unanimous decisions**

- 8.1 A unanimous decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter. Once a unanimous decision of the directors has been taken, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles
- 8.2 A decision may not be taken on a matter in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting
- 8.3 An alternate director may participate in a unanimous decision of the directors (in addition to participating in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who

8.3.1 are not participating in the unanimous decision, and

8.3.2 are eligible directors in relation to the decision,

provided that (a) the alternate director is himself an eligible director in relation to the decision and (b) those persons actually participating in the unanimous decision of the directors would

have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting

**9. Calling a directors' meeting**

9 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

9 2 Notice of any directors' meeting must indicate

9 2 1 its proposed date and time,

9 2 2 where it is to take place, and

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

9 3 Subject to article 9 4, notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.

9 4 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

**10. Participation in directors' meetings**

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

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

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

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

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

**11. Quorum for directors' meetings**

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

11 2 The quorum for directors' meetings is two directors.

11 3 Subject to the articles, a person who is an alternate director, but is not a director in his own right, may be counted as participating for the purposes of determining whether a quorum is



participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors)

11 3 1 is not participating in the decision at the directors' meeting, and

11 3 2 would have been an eligible director in relation to the decision if he had been participating in it

11 4 No alternate director may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting

## **12. Chairing of directors' meetings**

12 1 The directors may appoint a director to chair their meetings

12 2 The person so appointed for the time being is known as the chairman

12 3 The directors may terminate the chairman's appointment at any time

12 4 If the directors have not appointed a chairman, or if the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

## **13. Voting at directors' meetings**

13 1 A decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting

13 2 Subject to the articles, each director participating in a decision at a directors' meeting has one vote

13 3 Subject to the articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a director in his own right, if relevant) on any decision at a directors' meeting for each of his appointors who

13 3 1 are not participating in the decision at the directors' meeting, and

13 3 2 would have been eligible directors in relation to the decision if they had been participating in it

13 4 If the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting has a casting vote But this does not apply if, in accordance with the articles, the chairman or other director chairing the meeting is not an eligible director in relation to the decision

## **14. Participating and voting when director interested**

14 1 A director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if

14 1 1 any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting, and

- 14 1 2 the matter was agreed to without him voting or would have been agreed to if his vote had not been counted
- 14 2 Without prejudice to the obligations of any director
- 14 2 1 to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts, and
- 14 2 2 to disclose any interest in accordance with article 18 1,
- and subject always to article 14 1 and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest
- 14 3 Subject to article 14 4, if a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the chairman, or other director chairing the meeting, whose ruling in relation to any director (other than himself) is to be final and conclusive
- 14 4 If any question arises at a directors' meeting as to the right of the chairman, or other director chairing the meeting, to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman, or other director chairing the meeting, is not to be counted as participating for quorum or voting purposes
- 15. Directors' discretion to make further rules**
- 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
- 16. Records of directors' decisions to be kept**
- The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

## **DIRECTORS' INTERESTS**

- 17. Transactions or arrangements with the Company**
- Subject to compliance with the Companies Acts (including sections 177 (Duty to declare interest in proposed transaction or arrangement) and 182 (Declaration of interest in existing transaction or arrangement) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company
- 18. Directors' conflicts of interest**
- 18 1 Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act

- 18 1 1 to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested,
- 18 1 2 to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme),
- 18 1 3 to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme),
- 18 1 4 to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company), and
- 18 1 5 to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested

A "**non-disclosable interest**" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of

- 18 2 The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act
  - 18 2 1 an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised,
  - 18 2 2 an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time, and
  - 18 2 3 a director must comply with any obligations imposed on him by the directors pursuant to any authorisation
- 18 3 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to article 18 1 or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest

## **19. Accounting for profit when interested**

- 19 1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts
- 19 1 1 a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company,
- 19 1 2 no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit, and
- 19 1 3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act
- 19 2 Subject always to the obligation of the director to disclose his interest in accordance with article 18 1 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given
- 19 2 1 a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to article 18 1 or by the directors for the purposes of section 175 of the Act,
- 19 2 2 no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit, and
- 19 2 3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act

## **DIRECTORS' TERMS OF OFFICE**

### **20. Methods of appointing directors**

- 20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director
- 20 1 1 by ordinary resolution, or
- 20 1 2 by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of a majority in nominal value of the shares (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice
- 20 2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to the Company, to appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice

- 20 3 For the purposes of article 20 2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

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

A person ceases to be a director as soon as

- 21 1 that person is removed as a director

21 1 1 by ordinary resolution, or

21 1 2 by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of a majority in nominal value of the shares (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such removal to take effect when the notice is received by the Company or on such later date (if any) specified in the notice,

provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company,

- 21 2 that person ceases to be a director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a director by law,

- 21 3 a bankruptcy order is made against that person,

- 21 4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts,

- 21 5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

- 21 6 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, or

- 21 7 notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms

## **22. Directors' remuneration**

- 22 1 Directors may undertake any services for the Company that the directors decide

- 22 2 Directors are entitled to such remuneration as the directors determine

22 2 1 for their services to the Company as directors, and

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

- 22 3 Subject to the articles, a director's remuneration may
- 22 3 1 take any form, and
  - 22 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day
- 22 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director, except such part of his appointor's remuneration as the appointor may direct by notice in writing made to the Company

### **23. Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

- 23 1 meetings of directors or committees of directors,
- 23 2 general meetings, or
- 23 3 separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

## **ALTERNATE DIRECTORS**

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

- 24 1 Any director (other than an alternate director) ("**appointor**") may appoint as an alternate any person willing to act to
- 24 1 1 exercise that director's powers, and
  - 24 1 2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him
- 24 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. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice
- 24 3 The notice must
- 24 3 1 identify the proposed or existing alternate, and
  - 24 3 2 in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

24 4 A person may act as an alternate for more than one director

**25. Rights and responsibilities of alternate directors**

25 1 Except as the articles specify otherwise, alternate directors

25 1 1 are deemed for all purposes to be directors,

25 1 2 are liable for their own acts and omissions,

25 1 3 are subject to the same restrictions as their appointors, and

25 1 4 are not deemed to be agents of or for their appointors

25 2 Subject to the articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive (disregarding, for these purposes, any absence of such appointor from the United Kingdom), unless the alternate director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence

**26. Termination of alternate directorship**

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

26 1 when that appointor removes his alternate director in accordance with article 24,

26 2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director,

26 3 on the death of that appointor,

26 4 when that appointor's appointment as a director terminates, or

26 5 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms

**COMPANY SECRETARY**

**27. Secretary's terms of office**

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed

## **PART 3: SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **28. Issue of shares**

- 28 1 Save to the extent authorised from time to time by ordinary resolution, the directors must not exercise any power of the Company to allot shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company
- 28 2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company

#### **29. Powers to issue different classes of share**

- 29 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
- 29 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. The terms, conditions and manner of redemption of any such shares may be determined by the directors or otherwise shall be set out in the articles

#### **30. Company not bound by less than absolute interests**

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

#### **31. Share certificates**

- 31 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 31 2 Every certificate must specify
- 31 2 1 in respect of how many shares, of what class, it is issued,
  - 31 2 2 the nominal value of those shares,
  - 31 2 3 the amount paid up on them (including both the nominal value and any share premium), and
  - 31 2 4 any distinguishing numbers assigned to them
- 31 3 No certificate may be issued in respect of shares of more than one class
- 31 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 31 5 Certificates must be executed in accordance with the Companies Acts



## **32. Replacement share certificates**

32 1 If a certificate issued in respect of a shareholder's shares is

32 1 1 damaged or defaced, or

32 1 2 said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares

32 2 A shareholder exercising the right to be issued with such a replacement certificate

32 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

32 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

32 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

## **33. Share transfers**

33 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

33 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

33 3 The Company may retain any instrument of transfer which is registered

33 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

33 5 The directors may not refuse to register the transfer of any share unless it is not duly stamped (or it is not duly certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty) or they have reasonable grounds to suspect that the proposed transfer may be fraudulent

## **34. Transmission of shares**

34 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share, but nothing in the articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder

34 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

34 2 1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

34 2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- 34 3 But transmittes do not have the right to attend or vote at a general meeting, or to agree to a proposed written resolution, 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

**35. Exercise of transmittes' rights**

- 35 1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish
- 35 2 If the transmittes wishes to have a share transferred to another person, the transmittes must execute an instrument of transfer in respect of it
- 35 3 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 transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

**36. Transmittes bound by prior notices**

If a notice, document or other information is served on or sent or supplied to a shareholder in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice, document or other information if it was served on or sent or supplied to the shareholder before the transmittes's name, or the name of any person nominated under article 34 2 1, has been entered in the register of members

**DIVIDENDS AND OTHER DISTRIBUTIONS**

**37. Procedure for declaring dividends**

- 37 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 37 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
- 37 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- 37 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, a dividend must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it
- 37 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
- 37 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.
- 37 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

**38. Payment of dividends and other distributions**

38 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

38 1 1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

38 1 2 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,

38 1 3 sending by post a cheque made payable to such person, and sent to such person at such address, as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

38 1 4 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

38 2 In the articles, the "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable

38 2 1 the holder of the share, or

38 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or

38 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

**39. No interest on distributions**

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

39 1 the terms on which the share was issued, or

39 2 the provisions of another agreement between the holder of that share and the Company

**40. Unclaimed distributions**

40 1 All dividends or other sums which are

40 1 1 payable in respect of shares, and

40 1 2 unclaimed after having been declared or become payable,

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

40 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

40 3 If

40 3 1 12 years have passed from the date on which a dividend or other sum became due for payment, and

40 3 2 the distribution recipient has not claimed it,

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

#### **41. Non-cash distributions**

41 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)

41 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

41 2 1 fixing the value of any assets,

41 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

41 2 3 vesting any assets in trustees

#### **42. Waiver of distributions**

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

42 1 the share has more than one holder, or

42 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

### **CAPITALISATION OF PROFITS AND RESERVES**

#### **43. Authority to capitalise and appropriation of capitalised sums**

43 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution

43 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any other reserve of the Company (including any share premium account, capital redemption reserve or other undistributable reserve), and

43 1 2 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 ("**persons entitled**") and in the same proportions as their entitlement to dividends ("**relevant proportions**")

- 43 2 Capitalised sums must be applied on behalf of the persons entitled and in the relevant proportions
- 43 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
- 43 4 Subject to the articles, the directors may
  - 43 4 1 apply capitalised sums in accordance with articles 43 3,
  - 43 4 2 make such arrangements as they think fit where any difficulty arises with regard to any distribution of any capitalised sum, and, in particular, in the case of shares or debentures becoming distributable under this article 43 in fractions, the directors may decide that the benefit of fractional entitlements belongs to the Company, that fractions are to be ignored, to make payments in cash in lieu of fractional entitlements, or otherwise deal with fractions as they think fit,
  - 43 4 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article 43, and
  - 43 4 4 generally do all acts and things required to give effect to the ordinary resolution

**44. Capitalisation to deal with fractions arising on a consolidation of shares**

Whenever, as the result of any consolidation or consolidation and division of shares, any shareholders would become entitled to fractions of shares, the directors may, subject to the provisions of the Companies Acts, allot to each such shareholder, credited as fully paid by way of capitalisation, the minimum number of new shares required to round up his holding following the consolidation to a whole number (such allotment being deemed to have been effected immediately before consolidation) For such purpose, the directors may

- 44 1 capitalise a sum equal to the aggregate nominal amount of the new shares to be allotted on that basis out of any profits or reserve referred to in article 43 1 1, and
- 44 2 appropriate and apply such sum in paying up in full the appropriate number of new shares for allotment and distribution to such shareholders on that basis, and
- 44 3 generally do all acts and things required to give effect to any capitalisation pursuant to this article 44

**PART 4: DECISION-MAKING BY SHAREHOLDERS**

**WRITTEN RESOLUTIONS**

**45. Written resolutions**

A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act

## **GENERAL MEETINGS**

### **≡ ORGANISATION OF GENERAL MEETINGS**

#### **46. Calling general meetings**

- 46 1 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any shareholder of the Company may call a general meeting
- 46 2 If, and for so long as, the Company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting
- 46 3 A shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called

#### **47. Attendance and speaking at general meetings**

- 47 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
- 47 2 A person is able to exercise the right to vote at a general meeting when
  - 47 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 47 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 47 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
- 47 4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 47 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

#### **48. Quorum for general meetings**

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

#### **49. Chairing general meetings**

- 49 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 49 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the general meeting or is not present within 10 minutes of the time at which a meeting was due to start

- 49 2 1 the directors present, or
  - 49 2 2 (if no directors are present within 10 minutes of the time at which the meeting was due to start) 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
- 49 3 The person chairing a general meeting in accordance with this article is referred to as "**the chairman of the meeting**"
- 50. Attendance and speaking by directors and non-shareholders**
- 50 1 Directors may attend and speak at general meetings, whether or not they are shareholders
  - 50 2 The chairman of the meeting may permit other persons who are not
    - 50 2 1 shareholders of the Company, or
    - 50 2 2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,
 to attend and speak at a general meeting
- 51. Adjournment**
- 51 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. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved
  - 51 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
    - 51 2 1 the meeting consents to an adjournment, or
    - 51 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
  - 51 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
  - 51 4 When adjourning a general meeting, the chairman of the meeting must
    - 51 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
    - 51 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

- 51 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 seven clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting)
- 51 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 51 5 2 in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain
- 51 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**

### **52. Voting: general**

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

### **53. Errors and disputes**

- 53 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
- 53 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

### **54. Poll votes**

- 54 1 A poll on a resolution may be demanded
- 54 1 1 in advance of the general meeting where it is to be put to the vote, or
- 54 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 54 2 A poll may be demanded by
- 54 2 1 the chairman of the meeting,
- 54 2 2 the directors present;
- 54 2 3 two or more persons having the right to vote on the resolution,
- 54 2 4 a person or persons representing not less than 10 per cent of the total voting rights of all the shareholders having the right to vote on the resolution, or
- 54 2 5 a person or persons who hold (or are representing a holder or holders of) shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring the right to vote on the resolution.



54 3 A demand for a poll may be withdrawn if

54 3 1 the poll has not yet been taken, and

54 3 2 the chairman of the meeting consents to the withdrawal

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

54 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **55. Content of proxy notices**

55 1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which

55 1 1 states the name and address of the shareholder appointing the proxy,

55 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting or adjourned meeting in relation to which that person is appointed,

55 1 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may otherwise determine,

55 1 4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates, and

55 1 5 is received by the Company no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy notice relates or such later time as the directors may determine

55 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

55 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

55 4 Unless a proxy notice indicates otherwise, it must be treated as

55 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

55 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

## **56. Delivery of proxy notices**

56 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. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall

- 56 1 1 on a show of hands, be invalid,
- 56 1 2 on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates
- 56 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
- 56 3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates
- 56 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
- 56 5 When two or more valid but different proxy notices are received in respect of the same share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share

#### **57. Corporate representatives**

Where a shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act

- 57 1 the corporation shall, for the purposes of these articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly,
- 57 2 a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents, and
- 57 3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting

#### **58. No voting of shares on which money due and payable to the Company**

Unless the directors otherwise determine, no voting rights attached to a share may be exercised unless all amounts (including the nominal value and any share premium) due and payable to the Company in respect of that share have been paid

#### **59. Amendments to resolutions**

- 59 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
  - 59 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less

- than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- 59 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 59 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- 59 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 59 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 59 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

## **PART 5: ADMINISTRATIVE ARRANGEMENTS**

### **60. Form of notice**

Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing

### **61. Notices to the Company**

Any notice, document or other information may be served on or sent or supplied to the Company by anyone

- 61 1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose,
- 61 2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company,
- 61.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose, or
- 61 4 by any other means authorised in writing by the Company

### **62. Notices to shareholders and transmittes**

- 62 1 Any notice, document or other information may be served on or sent or supplied to any shareholder
- 62 1 1 personally,
- 62 1 2 by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address,

- 62 1 3 by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder,
- 62 1 4 by sending or supplying it by electronic means to an address notified by the shareholder to the Company from time to time for that purpose, or
- 62 1 5 by any other means authorised in writing by the relevant shareholder
- 62 2 Nothing in article 62 1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a shareholder in a particular way
- 62 3 In the case of joint holders of a share
- 62 3 1 all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders, and
- 62 3 2 any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders
- 62 4 Notices, documents or other information to be served on or sent or supplied to a transmittee may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him Articles 62 1 and 64 shall apply to any notice, document or information so served, sent or supplied as if references in those articles to
- 62 4 1 "shareholder" are to the transmittee, and
- 62 4 2 a shareholder's "registered address" or "address" are to the address so supplied

This article 62 4 is without prejudice to paragraph 17 of Schedule 5 to the Act

### **63. Notices to directors**

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any)

- 63 1 personally,
- 63 2 (other than a notice of a proposed directors' written resolution) by word of mouth,
- 63 3 by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose,
- 63 4 by delivering it by hand to or leaving it at that address in an envelope addressed to him,
- 63 5 by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose, or
- 63 6 by any other means authorised in writing by the director

**64. Service of notices on shareholders or directors**

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy)

64 1 addressed to a shareholder or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received

64 1 1 (if prepaid as first class) 24 hours after it was posted,

64 1 2 (if prepaid as second class) 48 hours after it was posted,

64 1 3 (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post,

64 2 not sent by post, but addressed to a shareholder or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left,

64 3 served, sent or supplied to a shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed,

64 4 served, sent or supplied by any other means authorised in writing by the shareholder or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose

**65. Company seals**

65 1 Any common seal may only be used by the authority of the directors

65 2 The directors may decide by what means and in what form any common seal is to be used

65 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

65 3 1 two directors,

65 3 2 one director and the company secretary (if any), or

65 3 3 one authorised person in the presence of a witness who attests the signature

65 4 For the purposes of this article, an authorised person is

65 4 1 any director of the Company,

65 4 2 the company secretary (if any), or

65 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

**66. No right to inspect accounts and other records**

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 shareholder

**DIRECTORS' INDEMNITY AND INSURANCE**

**67. Directors' indemnity and insurance**

To the extent permitted by the Companies Acts, the Company may

67 1 indemnify any director of the Company or of any associated company against any liability,

67 2 purchase and maintain insurance against any liability for any director of the Company or of any associated company