

COMPANIES ACT 2006

SPECIAL RESOLUTION

COMPANY NUMBER 03917262

COMPANY NAME: N W BROWN GROUP LIMITED

The following special resolution was agreed and passed by the members

On the 24th day of April 2013

That new Articles of Association of the Company be adopted in substitution for and to the exclusion of all existing Articles thereof

Signed



M. J Tolond
Company Secretary

WEDNESDAY



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COMPANIES HOUSE

(Adopted by special resolution passed on _____)

PART 1

In these Articles

In these Articles

1.1 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 for the time being in force,

“Auditors” means the auditors of the Company from time to time,

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

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

“chairman” has the meaning given in article 13,

“chairman of the meeting” has the meaning given in article 50,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

“Company” means NW Brown Group Limited;

“Conflict” has the meaning given in article 16 1;

"Controlling Interest" means, in relation to a body corporate, the power of a person or persons acting in concert with each other to secure that its affairs are conducted in accordance with the wishes of that person or persons by means of a holding of Shares which in aggregate confers 60 percent or more of the votes capable of being cast by holders of Shares upon a poll,

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

“distribution recipient” has the meaning given in article 42 2,

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

“electronic form” has the meaning given in section 1168 of the Act,

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

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

"hard copy form" has the meaning given in section 1168 of the Act,
"holder" in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares,
"instrument" means a document in hard copy form,
"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,
"ordinary resolution" has the meaning given in section 282 of the Act,
"Ordinary Shares" the ordinary shares of £0.01p each in the capital of the Company",
"paid" means paid or credited as paid,
"participate" in relation to a directors' meeting, has the meaning given in article 11,
"Preference Shares" the preference shares of £0.10p each in the capital of the Company,
"proxy notice" has the meaning given in article 56,
"shareholder" means a person who is the holder of a share,
"shares" means shares (of any class) in the capital of 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, and
"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

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

- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by the Company's Articles. This document is a consolidated form of the Model Articles including the modifications and exclusions applied by the Company's Articles

2 THE COMPANY'S OBJECTS

The objects of the Company shall be unrestricted and any previous restrictions on the objects of the Company shall no longer apply

3 LIABILITY OF SHAREHOLDERS

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

- 4 1 Subject to articles 4 2 and 4 3, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company
- 4 2 The directors may exercise all of the powers of the Company to borrow or raise money and that either from themselves or from others and with or without security and generally in such manner and on such terms as the directors may deem expedient and in particular, if so arranged, to mortgage or charge the whole or any part of the undertaking, property and rights of the Company, present and future, including uncalled capital and to issue debentures or debenture stock perpetual or redeemable bonds and obligations of the Company at any time and in any form or manner and for any amount the directors may think fit and similarly to secure or guarantee the performance by the Company or any third party (including a subsidiary (if any) of the Company) of any obligation which the Company or that third party may undertake and to cause or permit any such mortgages, charges, debentures, debenture stock, bonds or obligations to be redeemed or transferred as they may think fit. Notwithstanding the foregoing, the directors shall restrict the borrowings of the Company and its subsidiaries (if any) so as to secure that, save with the previous sanction of an ordinary resolution of the shareholders of the Company, no money shall be borrowed if the aggregate amount (including any premium payable on final repayment) outstanding of all monies borrowed by the Company or its subsidiaries (if any) or any of them (exclusive of intra-group borrowings) then exceeds, or would as a result of such borrowing, exceed an amount equal to three times the aggregate of
- 4 2 1 the amount for the time being paid up or credited as paid-up on the issued share capital of the Company, and
- 4 2 2 the total of the capital and revenue reserves of the Company and its subsidiaries (if any) including, without limitation, the share

premium account, capital redemption reserve and any credit balance on the consolidated profit and loss account) but excluding sums set aside for taxation,

4 2 3 all (subject as hereinafter provided) as shown in the then most recent audited consolidated balance sheet of the Company and its subsidiaries (if any), but adjusted as may be appropriate in respect of any variation in the issued and paid-up share capital, the share premium account or capital redemption reserve of the Company and its subsidiaries (if any) since the date of the most recent audited consolidated balance sheet, provided that until a balance sheet of the Company is produced and audited, the nominal amount of the share capital of the Company for the time being issued and paid-up shall be as returned to the Registrar of Companies from time to time

4 3 No debt incurred or security given in respect of monies borrowed or taken into account as monies borrowed in excess of the aforesaid limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time and when the debt was incurred or security given, that the limit hereby imposed had been or was thereby exceeded, but no lender or other person dealing with the Company or any of its subsidiaries (if any) shall be concerned to see or enquire whether such limit is observed

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

6 DIRECTORS MAY DELEGATE

6 1 The directors may delegate any of the powers which are conferred on them under the Articles—

6 1 1 to such person or committee,

6 1 2 by such means (including by power of attorney),

6 1 3 to such an extent,

6 1 4 in relation to such matters or territories, and

6 1 5 on such terms and conditions,

as they think fit

6 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

- 6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 COMMITTEES

- 7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors
- 7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9

- 8 2 If

8 2 1 the Company only has one director for the time being, and

8 2 2 no provision of the Articles requires it to have more than one director,

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

9 UNANIMOUS DECISIONS

- 9 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 9 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 9 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

10 CALLING A DIRECTORS' MEETING

- 10 1 Any director may call a directors' meeting by giving not less than 2 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice
- 10 2 Notice of any directors' meeting must indicate—

- 10 2 1 its proposed date and time,
- 10 2.2 where it is to take place, and
- 10 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
- 10 3 Notice of a directors' meeting must be given to each director (other than a director who is absent from the United Kingdom), but need not be in writing
- 10 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

11 PARTICIPATION IN DIRECTORS' MEETINGS

- 11 1 Directors participate in a directors' meeting, or part of a directors' meeting, when—
 - 11 1 1 the meeting has been called and takes place in accordance with the Articles, and
 - 11 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
- 11 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
- 11 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

12 QUORUM FOR DIRECTORS' MEETINGS

- 12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 12 2 The quorum for the transaction of business at a meeting of directors is any *two eligible directors*
- 12 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a director's conflict, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director
- 12 4 If the total number of directors in office for the time being is less than the *quorum required*, the directors must not take any decision other than a decision—
 - 12 4 1 to appoint further directors, or

12.4.2 to call a general meeting so as to enable the shareholders to appoint further directors

13 CHAIRING OF DIRECTORS' MEETINGS

- 13 1 The directors may appoint a director to chair their meetings
- 13 2 The person so appointed for the time being is known as the chairman
- 13 3 The directors may terminate the chairman's appointment at any time
- 13 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

14 CASTING VOTE

- 14 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote
- 14 2 Article 14.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

15 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 15 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company—
 - 15 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
 - 15 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,
 - 15 1 3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
 - 15 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 15 1 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any

body corporate in which the Company is otherwise (directly or indirectly) interested, and

15 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

15 2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

15 3 Subject to article 15 4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

15 4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

16 DIRECTORS' CONFLICTS OF INTEREST

16 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict")

16 2 Any authorisation under this article will be effective only if—

16 2 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

16 2 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and

16 2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

16 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)—

- 16 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
 - 16 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and
 - 16 3 3 be terminated or varied by the directors at any time
- 16 4 This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation
- 16 5 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to—
 - 16 5 1 disclose such information to the directors or to any director or other officer or employee of the Company, or
 - 16 5 2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence
- 16 6 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director—
 - 16.6.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
 - 16 6 2 is not given any documents or other information relating to the Conflict, and
 - 16 6 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 16 7 Where the directors authorise a Conflict—
 - 16 7 1 the director will be obliged to conduct himself in accordance with *any terms imposed by the directors in relation to the Conflict*, and
 - 16 7 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation
- 16 8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting

(subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

17 RECORDS OF DECISIONS TO BE KEPT

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

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to any other provision of the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

APPOINTMENT OF DIRECTORS

19 NUMBER OF DIRECTORS

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

20 METHODS OF APPOINTING DIRECTORS

- 20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
- 20 1 1 by ordinary resolution, or
- 20 1 2 by a decision of the directors
- 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 appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director
- 20 3 For the purposes of article 20 2, where 2 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

- 21 1 A person ceases to be a director as soon as—
- 21.1 1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,

- 21 1 2 a bankruptcy order is made against that person,
- 21 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 21 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 21 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- 21 1 6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,
- 21 1 7 the director is removed by ordinary resolution or by a decision of the directors

22 DIRECTORS' REMUNERATION

- 22 1 The remuneration by way of fees of any director (not being remuneration payable to an executive director in such capacity) shall not exceed £20,000 per annum, or such greater sum as may from time to time be determined by ordinary resolution of the shareholders of the Company. Subject to the foregoing maximum, each director may be paid a fee at such rate as may from time to time be determined by the directors, which fee shall be deemed to accrue from day to day
- 22 2 The directors may procure
 - 22 2 1 the establishment and maintenance of, participation in or contribution to any insurance, pension or superannuation fund (whether by contributory or otherwise) or other scheme for the benefit of and procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons (including directors or former directors of the Company) who are or were at any time in the employment or service of the Company or its holding Company (if any) or any Company which is a subsidiary of, or associated with, the Company or of any of the predecessors of the Company or its holding, subsidiary or associated Company and to the wives, widows, relatives and dependants (including such persons as the directors shall deem to be dependants) of such persons,
 - 22 2 2 the establishment and subsidy of or subscription to and support of any institutions, associations, societies, clubs, funds, or trusts calculated to be for the benefit of or otherwise to advance the interests and well-being of the Company or any such other Company as aforesaid or of any such persons as aforesaid and the payment for or towards the insurance of any such person as aforesaid and the subscription or guarantee of money for

charitable or benevolent objects or for any exhibition or for any public general or useful object,

- 22 2 3 any of the matters aforesaid to be done by the Company either alone or in conjunction with any such other Company as aforesaid

23 DIRECTORS' EXPENSES

- 23 1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at—

23 1 1 meetings of directors or committees of directors,

23 1 2 general meetings, or

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

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

ALTERNATE DIRECTORS

24 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 24 1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, 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

- 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

- 24.3 The notice must—

24 3 1 identify the proposed alternate, and

24 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

25 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

25 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

25 2 Except as the Articles specify otherwise, alternate directors—

25 2 1 are deemed for all purposes to be directors;

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

25 2 3 are subject to the same restrictions as their appointors, and

25.2 4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, but it shall not be necessary to give notice of meetings to an alternate director who is absent from the United Kingdom

25 3 A person who is an alternate director but not a director—

25 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

25 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

25 3 3 shall not be counted as more than one director for the purposes of articles 24 3 1 and 24 3 2

25 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

25 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

26 TERMINATION OF ALTERNATE DIRECTORSHIP

26 1 An alternate director's appointment as an alternate terminates—

26 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

26 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

26 1 3 on the death of the alternate's appointor, or

26 1 4 when the alternate's appointor's appointment as a director terminates

27 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3 SHARES AND DISTRIBUTIONS SHARES

28 ALL SHARES TO BE FULLY PAID UP

28 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

28 2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

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, and the directors may determine the terms, conditions and manner of redemption of any such shares

30 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

The directors shall be entitled in their sole discretion to recognise the holding of any share upon trust but, except as required by law, the Company shall not be bound to recognise any person 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 that the shares are fully paid, 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—
 - 31 5 1 have affixed to them the Company's common seal, or
 - 31 5 2 be otherwise 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 COMPANY'S LIEN OVER SHARES

- 33 1 The Company has a lien (the "**Company's lien**") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person(s)) to the company, whether payable immediately or at some time in the future
- 33 2 The Company's lien over a share
 - 33 2 1 takes priority over any third party's interest in that share, and

33 2 2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

33 3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

34 ENFORCEMENT OF THE COMPANY'S LIEN

34 1 Subject to the provisions of this article 34, if

34 1 1 a lien enforcement notice has been given in respect of a share, and

34 1 2 the person to whom the notice was given has failed to comply with it,

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

34 2 A lien enforcement notice

34 2 1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

34 2 2 must specify the share concerned,

34 2 3 must require payment of the sum payable within 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of the notice,

34 2 4 must be addressed either to the holder of the share or to a transferee of that holder, and

34 2 5 must state the Company's intention to sell the share if the notice is not complied with

34 3 Where shares are sold under this article 34

34 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

34 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

34 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

34 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

- 34 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice
- 34 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's lien on a specified date
- 34 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- 34 5 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

35 SHARE TRANSFERS

- 35 1 The directors shall register any transfer of a share which complies with or is permitted under or is made pursuant to and in accordance with the provisions of articles 35 and the directors shall refuse to register any transfer of a share unless it complies with or is permitted under or is made pursuant to and in accordance with the provisions of articles 35
- 35 2 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 the transferor
- 35 3 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share
- 35 4 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it
- 35 5 If the directors refuse to register a transfer of a share they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, together with the reasons for such refusal
- 35 6 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.
- 35 7 The directors may, in their absolute discretion, decline to register any transfer of a share on which the company has a lien

36 MANDATORY SALES ("DRAG ALONG")

- 36 1 If an offer (the "**Offer**") is made in writing by any third party offeror acting bona fide at arm's length (the "**Offeror**") to any one or more of the shareholders to acquire a Controlling Interest in the issued share capital of the Company and such shareholders, having a Controlling Interest, decide to accept the Offer at the Specified Price (the "**Selling Majority**"), the Selling Majority shall have the right ("**the Drag Along Option**") to require all the other holders of shares to transfer all their shares with full title guarantee to the Offeror or his nominee in accordance with articles 36 2 to 36 7 (inclusive)
- 36 2 The Selling Majority may exercise the Drag Along Option by giving notice to that effect ("**the Drag Along Notice**") to all other remaining holders of the shares then in issue (the "**Called Shareholders**") at any time before the transfer of shares to the Offeror. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the "**Called Shares**") pursuant to article 36 and the specified price at which the Called Shares are to be transferred to the Offeror or his nominee and the proposed date of transfer
- 36 3 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason the Offeror does not obtain a Controlling Interest caused by a transfer of shares by the Selling Majority to the Offeror within 60 days after the date of the Drag Along Notice
- 36 4 The Called Shareholders shall be obliged to sell the Called Shares upon the same terms and at the price per share offered by the Offeror to the Selling Majority. Any dispute regarding the terms and the price shall be referred to the Auditors (or, in the event of the Auditors being unwilling or unable to so act or there being no auditors, an independent firm of chartered accountants agreed upon by the Called Shareholders and the directors or in the absence of agreement nominated for such purpose by the President of the Institute of Chartered Accountants of England and Wales (or his equivalent from time to time) on the request of a Called Shareholder or the directors who shall act as experts and not arbitrators, whose decision shall be final and binding and whose costs shall be paid by the Called Shareholders and/or the Selling Majority, in such proportions as the Auditors (or, as the case may be, independent firm of chartered accountants) specify
- 36 5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Majority's Shares unless
- 36 5 1 all of the Called Shareholders and the Selling Majority agree otherwise in writing, or
- 36 5 2 that date is less than seven days after the Drag Along Notice, where it shall be deferred until the seventh day after the Drag Along Notice
- 36 6 If any of the Called Shareholders shall not on completion execute and deliver to the Company transfers in respect of the Shares held by him and

deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then the Selling Majority shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit, to execute, the necessary transfers and indemnities on the Called Shareholder's behalf and, against receipt by the Company (on trust for such shareholder) of the consideration payable in respect of the relevant shares, deliver such transfers and certificates or indemnities as the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person

- 36 7 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article 36

37 TRANSMISSION OF SHARES

- 37.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share when the transmittee produces evidence of entitlement to such shares in a form specified by the directors

- 37 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

37 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

37 2 2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- 37 3 But, subject to article 20, transmittees do not have the right to attend or vote at a general meeting, or 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

38 EXERCISE OF TRANSMITTEES' RIGHTS

- 38 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

- 38 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

- 38 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 transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

39 TRANSMITTEES BOUND BY PRIOR NOTICES

- 39 1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given

to the shareholder before the transmittee's name, or the name of any person nominated under article 38 1, has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

40 SHARE CAPITAL

- 40 1 The authorised share capital of the Company at the date of the adoption of these articles is £410,000 divided into 100,000,000 Ordinary Shares of 01p and 4,000,000 Preference Shares of 10p

Preference Shares

- 40 2 The rights attached to the Preference Shares are as follows

40 2 1 Dividends

- (a) The Company shall pay to the shareholders holding Preference Shares, in priority to the holders of any other class of share, a cumulative preferential net cash dividend equal to one quarter of any dividend declared on an Ordinary Share at any time
- (b) Dividends shall be paid on the same date and subject to the same conditions as those on Ordinary Shares
- (c) Unless the Company is prohibited from paying dividends by the Act, the Preference Dividend shall (notwithstanding any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Board or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and shall be payable in priority to any later Preference Dividend
- (d) Where the Company is precluded by the Act from paying in full any Preference Dividend, then in respect of any Preference Dividend which would otherwise require to be paid pursuant to these Articles on that date
 - (i) the Company shall pay on that date to the shareholders holding the Preference Shares on account of the Preference Dividend the maximum sum (if any) which can then, consistently with the Act, be paid by the Company, and
 - (ii) as soon as the Company is no longer precluded from doing so, the Company shall in respect of the Preference Shares pay on account of the balance of the Preference Dividend for the time being remaining outstanding, and until all arrears and deficiencies of the Preference Dividend have been paid in full, the maximum amount of Preference Dividend which can, consistently with the Act, be paid by the Company at that time

- 40 2 2 Capital On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the

payment of its liabilities shall be applied in paying to each shareholder holding Preference Shares, in priority to the holders of any other class of share

- (a) all unpaid arrears, accruals and deficiencies of the Preference Dividend on the Preference Shares held by him, calculated down to and including the date the return of capital is made (such arrears, accruals and deficiencies being payable irrespective of whether the Preference Dividend has become due and payable in accordance with these Articles) and, subject thereto
- (b) an amount of 10 pence per share for each of the Preference Shares held by him
- (c) Thereafter, in distributing the balance of such surplus assets amongst the holders of shares in proportion to their holdings, a Preference Share shall be equal to one quarter of an Ordinary Share

40 2 3 If any such payment made by cheque is not cashed within a period of 3 years from the date of distribution the amount concerned shall revert to the Company and be available for any purpose

40 2 4 Redemption The Preference Shares are not redeemable

40 2 5 Voting The shareholders holding Preference Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company They shall be entitled to vote on any resolution at any general meeting of the Company, save that each Preference Share shall in any poll be counted as one fourth of a vote and each Ordinary Share be counted as one vote

Ordinary Shares

40 3 The rights attached to the Ordinary Shares are as follows

40 3 1 Dividends Subject to the payment of the Preference Dividend any remaining profits which the Company determines to distribute in respect of any financial year shall be applied in paying to the holders of the Ordinary Shares such dividend for that financial year on each Ordinary Share of an amount not exceeding the amount recommended by the Board If any such payment made by cheque is not cashed within a period of 3 years from the date of distribution the amount concerned shall revert to the company and be available for any purpose

40 3 2 Capital On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be applied, subject to the payment of all amounts payable to the holders of the Preference Shares, in paying to each shareholder holding Ordinary Shares, firstly, any dividends thereon which have been declared but are unpaid, secondly, an amount of 0 01 pence for each Ordinary Share held

by him, and thirdly, in distributing the balance of such assets amongst the holders of shares in proportion to their holdings, an amount whereby one Ordinary Share is equal to four Preference Shares. If any such payment made by cheque is not cashed within a period of 3 years from the date of distribution the amount concerned shall revert to the company and be available for any purpose.

- 40 3 3 Voting The shareholders holding Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and the shareholders holding Ordinary Shares who (being individuals) are present in person or by proxy or (being corporations) are present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll have one vote for each Ordinary Share of which he is the holder.

Shares Variation of class rights

- 40 4 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise. To every such separate meeting, all the provisions of these articles relating to general meetings of the Company shall, mutatis mutandis, apply.
- 40 5 Without prejudice to the generality of this article, the special rights attached to the Preference Shares shall each be deemed to be varied at any time by any of the following
- 40 5 1 a reduction in the issued share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof, apart from an alteration arising out of a conversion or redemption of shares under these articles,
- 40 5 2 the institution of any proceedings for, or the passing of any resolution for, the winding up or administration of the Company, and
- 40 5 3 the Company or any other member of the Group incurring an obligation to do any of the foregoing

41 PROCEDURE FOR DECLARING DIVIDENDS

- 41 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

- 41 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.
- 41 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 41 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 41 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.
- 41 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.
- 41 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.

42 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 42 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—
 - 42 1 1 transfer to a bank or building society account specified by the distribution recipient in writing,
 - 42 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 in writing,
 - 42 1 3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing, or
 - 42 1 4 any other means of payment as the directors agree with the distribution recipient in writing.
- 42 2 In the Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
 - 42 2 1 the holder of the share, or
 - 42 2 2 if the share has two or more joint holders, whichever of them is named first in the register of shareholders, or
 - 42 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.

43 NO INTEREST ON DISTRIBUTIONS

43 1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

43.1 1 the terms on which the share was issued, or

43 1 2 the provisions of another agreement between the holder of that share and the Company

44 UNCLAIMED DISTRIBUTIONS

44 1 All dividends or other sums which are—

44 1 1 payable in respect of shares, and

44 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

44 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.

44 3 If—

44 3 1 three years have passed from the date on which a dividend or other sum became due for payment, and

44 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

45 NON-CASH DISTRIBUTIONS

45 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)

45 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—

45 2 1 fixing the value of any assets,

45 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

45 2 3 vesting any assets in trustees

46 WAIVER OF DISTRIBUTIONS

46 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if—

46 1 1 the share has more than one holder, or

46 1 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

47 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

47 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution—

47 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

47 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 (the "persons entitled") and in the same proportions

47 2 Capitalised sums must be applied—

47 2 1 on behalf of the persons entitled, and

47 2 2 in the same proportions as a dividend would have been distributed to them

47 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

47 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

47 5 Subject to the Articles the directors may—

47 5 1 apply capitalised sums in accordance with articles 46 3 and 46 4 partly in one way and partly in another,

47 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

47 5 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

48 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

48 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

48 2 A person is able to exercise the right to vote at a general meeting when—

48 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

48 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

48 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

48 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

48 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

49 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. A quorum is any two shareholders

50 CHAIRING GENERAL MEETINGS

50 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

50 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

50 2 1 the directors present, or

50 2 2 (if no directors are present), the meeting,

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

50 3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”

51 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

51 1 Directors may attend and speak at general meetings, whether or not they are shareholders

51 2 The chairman of the meeting may permit other persons who are not—

51 2 1 shareholders of the Company, or

51 2 2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

52 ADJOURNMENT

52 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

52 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

52 2 1 the meeting consents to an adjournment, or

52 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

52 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

52 4 When adjourning a general meeting, the chairman of the meeting must—

52 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

- 52 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 52 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- 52 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 52 5 2 containing the same information which such notice is required to contain
- 52 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

53 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

54 ERRORS AND DISPUTES

- 54 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
- 54 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

55 POLL VOTES

- 55 1 A poll on a resolution may be demanded—
- 55 1 1 in advance of the general meeting where it is to be put to the vote, or
- 55 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
- 55 2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 55 3 A demand for a poll may be withdrawn if—
- 55 3 1 the poll has not yet been taken, and

55 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

55 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

56 CONTENT OF PROXY NOTICES

56 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

56 1 1 states the name and address of the shareholder appointing the proxy,

56 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

56 1 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

56 1 4 is delivered to the Company in accordance with the Articles 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 accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting

56 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

56.3 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

56.4 Unless a proxy notice indicates otherwise, it must be treated as—

56 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

56 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

57 DELIVERY OF PROXY NOTICES

57 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

57 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

57 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

57 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

58 AMENDMENTS TO RESOLUTIONS

58 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

58 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

58 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

58 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

58 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

58 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

58 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

59 MEANS OF COMMUNICATION TO BE USED

59 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company

59 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient—

59 2 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

59 2 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

59 2 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

59 2 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

59 3 For the purposes of this article, no account shall be taken of any part of a day that is not a working day

59 4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

59 5 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

59 6 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

60 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

61 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director

or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

62 INDEMNITY

62 1 Subject to article 63 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

62 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs except insofar as the loss, damage or misfortune arises from any Director's wilful negligence in which case no indemnity will apply to him; and

62 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 62 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

62 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

62 3 In this article a "relevant officer" means any director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

63 INSURANCE

63 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

63 2 In this article—

63 2 1 a "relevant officer" means any director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor), and

63 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, or any pension fund or employees' share scheme of the Company