

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



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Bourse

MEMORANDUM OF ASSOCIATION OF

## LAKEVIEW COMPUTERS LIMITED

(Adopted by special resolution passed on 30th June 2006)

1. The Company's name is Lakeview Computers Limited"
2. The Company is to be a private company
3. The Company's registered office is to be situated in England and Wales.
4. The Company's objects are :-

(a) To carry on all or any of the businesses of computer and general management consultants, systems analysts and proprietors and operators of computer personnel agencies; to provide and supply the services of staff, consultants, programmers and other personnel and to establish, maintain and carry on any employment bureau for persons engaged in or connected with automation, computer work, business management, finance, accountancy, or any other operations authorised to be carried on by the Company and to carry out, undertake, organise and provide all facilities for scientific and technical research and to undertake experimental work with prototypes, instruments, appliances, apparatus, metals, materials, devices, fittings and supplies of all kinds; and to discover and develop new processes and materials and to obtain rights of development, manufacture and sale in respect thereof; and provide specialised training and preparation in relation to all matters pertaining thereto, to carry on all or any of the businesses of servicers, repairers, maintainers, manufacturers, designers, installers, importers, exporters, hirers, letters. on hire, agents for and dealers in computers and data processing equipment and machinery of every description, and in office equipment and furniture and commercial appliances, accessories and utensils of every description, electronic, electrical and general engineers, stationers, printers and publishers, advertising agents and contractors, furnishers, storekeepers, general merchants and traders; and to manufacture, buy, sell and deal in plant, machinery, tools, implements, materials and things of all kinds, necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by customers of, or persons having

dealings with the Company

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire

(e) To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without

prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests

(l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or

authority, municipal, local or otherwise, in any part of the world

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform subcontracts

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and

generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature

(w) To procure the Company to be registered or recognised in any part of the world

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

AND so that :-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such

objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or reenactment of that provision for the time being in force

5. The liability of the Members is limited

6. The Company's share capital is £60,000 divided into 50,000 ordinary shares of £1 each and 10,000 'A' ordinary shares of £1 each

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF LAKEVIEW

COMPUTERS LIMITED (Adopted by special  
resolution passed on 30th June 2006)

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*DNF*  
*CLH as attorney for*  
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1. PRELIMINARY

1.1 Definitions

In these articles, unless the context otherwise requires, expressions defined in the Companies Act 1985 shall bear the meanings so defined and the following words shall have the following meanings :-

- |                          |                                                                                                                               |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1 The Act            | The Companies Act 1985                                                                                                        |
| 1.1.2 These Articles     | These articles of association as from time to time altered or added to by special resolution                                  |
| 1.1.3 The Office         | The registered office for the time being of the company                                                                       |
| 1.1.4 The Seal           | The common seal of the company if any                                                                                         |
| 1.1.5 The United Kingdom | Great Britain and Northern Ireland                                                                                            |
| 1.1.6 The Directors      | The directors of the company or their alternates present at a duly convened meeting of directors at which a quorum is present |
| 1.1.7 Member             | Member of the company                                                                                                         |
| 1.1.8 Month              | Calendar month                                                                                                                |
| 1.1.9 The Register       | The register of members of the company                                                                                        |
| 1.1.10 Paid Up           | Paid up or credited as paid up                                                                                                |

1.2 Interpretation

- 1.2.1 words importing the singular only shall include the plural and vice versa; and

1.2.2 words importing the masculine gender only shall include the feminine gender; and

1.2.3 words importing persons shall include corporations; and

1.2.4 the expression "debenture" shall include debenture stock, "secretary" shall include any person appointed by the directors to perform any of the duties of the secretary and "share" shall include stock;

1.2.5 references in these articles to the Act or any provision of the Act shall where the context so admits, be construed as a reference to the relevant provision as modified by any enactment for the time being in force

### 1.3 Non-application of Table A

The regulations constituting Table A in the Companies (Tables A to F) Regulations 1985 shall not apply to the company

## 2. SHARE CAPITAL

2.1.1 The authorised share capital of the Company at the date of adoption of these Articles is £60,000 divided into 50,000 ordinary shares of £1 each and 10,000 'A' ordinary shares of £1 each

2.1.2 The respective rights of the two classes of shares in the capital of the Company as to income and capital are as follows :-

2.1.2.1 The holders of the ordinary shares shall be entitled, in priority to any dividend payable to the holders of 'A' ordinary shares, to receive out of the profits available for distribution in respect of each financial year or other accounting period of the Company, such dividend or dividends not exceeding in aggregate the amount specified in 2.1.2.2

below as shall be declared in respect of them. Such dividend shall be distributed rateably amongst the holders of ordinary shares in issue according to the amounts for the time being paid up or credited as paid up thereon

2.1.2.2 The total dividends which may be declared on the ordinary shares in accordance with 2.1.2.1 above shall not exceed in aggregate the sum of £140,000. The sum referred to in this paragraph shall not include any tax credit given or any tax payable in respect of any dividend payable to the holders of ordinary shares

2.1.3 On a return of capital (whether in a liquidation or otherwise) the holders of the ordinary shares shall have the right in priority to the holders of the 'A' ordinary shares :-

2.1.3.1 To the repayment of the capital paid up or credited as paid up



thereon; and

2.1.3.2 To the repayment of the sum of £2,750,000 to be distributed rateably to and amongst the holders of the ordinary shares according to the amounts paid up or credited as paid up immediately prior to any repayment of capital thereon

The balance (if any) of any surplus assets shall belong to and be distributable amongst the holders of the 'A' ordinary shares rateably according to the nominal amounts paid up or credited as paid up on the 'A' ordinary shares held by them

2.1.4 Save as provided in article 2.1.2 and 2.1.3 the ordinary shares shall not confer on the holders any further or other rights to participate in the profits or assets of the Company

2.2 The company may pursuant to Section 97 of the Act pay commission at a rate not exceeding 10% of the price at which the shares are issued

2.3 Except as authorised or required by law or by these articles, no person shall be recognised by the company as holding any share on any trust, and the company shall not be bound by or recognise (even when having notice of it) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as provided by these articles or by law) any other rights in respect of any share except an absolute right to the entirety of the share in the registered holder

2.4 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine

2.5 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles

2.6 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 125 of the Act and whether or not the company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum is not present, the holders present shall form a quorum), and any holder of shares in the class present in person or by proxy may demand a poll

2.7 The rights attached of any class shall not (unless otherwise provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking in any respect pari passu with that class

2.8 Every person whose name is entered as a member in the register shall be entitled without payment, to one certificate for all his shares of each class, but in the case of shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all

2.9 A member who has transferred part of the shares registered in his name shall be entitled to a certificate for the balance without charge

2.10 If a share certificate is worn out, defaced, lost or destroyed it may be renewed on payment of such fee, if any, not exceeding 5 pence, and on such terms, if any, as to evidence and indemnity as the directors think fit

2.11 Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares), but shall not, except as authorised by the Act, give any financial assistance for the purpose of an acquisition of its shares, or of reducing or discharging a liability incurred for that purpose

### **3 LIEN**

3.1 The company shall have a first and paramount lien on every share (not being a fully-paid share) for all sums whether -presently payable or not called or payable at a fixed time in respect of that share and the company shall also have a lien on all shares other than fully paid shares standing registered in the name of a single person for all sums presently payable by him or his estate to the company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien, if any, on a share shall extend to all distributions attributable to that share

3.2 The company may sell in such manner as the directors think fit any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or until the expiration of 14 clear days after a notice in writing stating and demanding payment of the sum presently payable has been given to the registered holder for the time being of the share, or the person entitled to the share by reason of his death or bankruptcy

3.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale

3.4 The net proceeds of the sale shall be applied in payment of so much of the sum of which the lien exists as is presently payable, and any residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the company on behalf of the person entitled to the shares at the date of the sale, but subject to surrender to the company for cancellation of the certificate for the shares sold

#### **4. CALLS ON SHARES**

4.1 Subject to the terms of allotment, the directors may from time to time make calls upon the members in respect of any sums unpaid on their shares, and each member shall (subject to receiving at least 14 clear days' notice specifying the time or times of payment) pay to the company at the time or times so specified the amount called on his shares. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed

4.2 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it

4.3 If a call is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest upon the amount unpaid at the rate of 5 per cent per annum from the day appointed for the payment to the time of the actual payment, but the directors shall be at liberty to waive payment of such interest wholly or in part

4.4 The provisions of these articles as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the amount of the share, or by way of premium, as if it had become payable by virtue of a call duly made and notified

4.5 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares

#### **5. TRANSFER AND TRANSMISSION OF SHARES**

5.1 Subject to the provisions contained in this regulation shares in the company shall be transferable by written instrument in any common form signed by or on behalf of the transferor and (unless the share is fully paid) the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members as the holder of that share

5.2 The directors may decline to register any transfer of a share which is not fully paid to a person of whom they do not approve, and may also decline to

register any transfer of shares on which the company has a lien. The directors may suspend the registration of transfers for such periods (not exceeding 30 days in any year) as they may determine. The directors may decline to recognise any instrument of transfer unless :

5.2.1 the instrument of transfer is duly stamped and accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer

5.2.2 it relates only to one class of shares

5.2.3 it is not in favour of more than four joint transferees

If the directors refuse to register a transfer of any shares 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

5.3 The personal representatives of a deceased sole holder of a share shall be the only persons recognised by the company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the personal representatives of a deceased last survivor, shall be the only persons recognised by the company as having any title to the share

5.4 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share, or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt member could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt before the death or bankruptcy

5.5 A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at meetings of the company or of any class of its members

## **6. FORFEITURE OF SHARES**

6.1 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited

6.2 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other monies payable in respect of the forfeited shares and not paid before the forfeiture

6.3 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person

6.4 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all monies which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those monies before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

6.5 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share

## **7. STOCK**

7.1 The company in general meeting may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination

7.2 The holders of stock may transfer all or any part of their holdings in the same manner and subject to the same provisions as and subject to which the shares from which the stock arose might before conversion have been transferred, or as near to that manner and those provisions as circumstances admit; and the directors may fix the minimum amount of stock transferable, but such minimum shall not exceed the nominal value of the shares from which the stock arose

7.3 The holders of stock shall, according to the amount of stock held by them, have the same rights as regards dividends, anticipation in assets on a

winding up, voting at meetings and other matters as if they held the shares from which the stock arose; but no such right (except participation in distributions and in assets on a winding up or otherwise) shall be conferred by an amount of stock which would not, in the form of shares have conferred that right

## **8. INCREASE OF CAPITAL**

8.1 Without prejudice to the rights attached to any existing shares or class of shares, the company in general meeting may by resolution increase its capital by the creation of shares of such nominal amounts, and carrying such rights and restrictions, as the resolution shall specify; but unless the shares so created are uniform in all respects with a class of shares in the existing capital, the resolution creating them shall be a special resolution

8.2 The directors are authorised during the period ending on the fifth anniversary of the incorporation of the company and subsequently pursuant to any offer or agreement made by the company before the expiry of this authority:

8.2.1 to allot relevant securities (as defined in Section 80(2) of the Act) up to a maximum aggregate nominal amount of £60,000

8.2.2 to allot such number and amount of equity securities (as defined in Section 94(2) of the Act) out of the relevant securities authorised by paragraph 8.2.1 above as shall not exceed an aggregate nominal amount of £60,000, and

8.2.3 to allot equity securities in connection with any issue to holders of ordinary shares pro rata by way of rights (other than holders with registered addresses outside the United Kingdom to whom an offer would in the opinion of the directors be impracticable), or by way of capitalization of undistributed profits or reserves

8.3 All new shares shall be subject to the same provisions as to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the existing share capital

## **9. ALTERATION OF CAPITAL**

9.1 The company may by ordinary resolution :

9.1.1 consolidate and divide all or any of its share capital into shares of larger amount;

9.1.2 subdivide its existing shares or any of them into shares of

smaller amount subject, nevertheless, to the provisions of Section 121(3) of the Act;

9.1.3 cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person

9.2 The company may by special resolution reduce its share capital and any capital redemption reserve or share premium account in any manner authorised by law

## **10. GENERAL MEETINGS**

10.1 All general meetings other than annual general meetings shall be called extraordinary general meetings

10.2 The directors may call general meetings and on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting

## **11. NOTICE OF GENERAL MEETINGS**

11.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed :

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having the right to attend and vote being a majority together holding not less than 95 per cent in nominal value of the shares giving that right

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Subject to the provisions of the articles and to any resolutions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors

11.2 In every notice calling a meeting of the company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote in his place and that a proxy need not be a member

11.3 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

## **12. PROCEEDINGS AT GENERAL MEETINGS**

12.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as otherwise provided in these articles 2 persons, each being a member entitled to attend and vote at the meeting, or a proxy for such a member, or the duly authorised representative of a corporate member so entitled, shall be a quorum

12.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine

12.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman

12.4 If no director is willing to act as chairman, or if no other director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman

12.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company

12.6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at



least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice

12.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or in the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chairman; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by a member

12.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

12.9 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the result of the meeting at which the poll was demanded

12.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have

12.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the

demand is duly withdrawn, the meeting shall continue as if the demand had not been made

12.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken

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

### **13. VOTES OF MEMBERS**

13.1 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person (being a corporation) is present by duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder

13.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members

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

13.4 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all monies presently

payable by him in respect of that share have been paid

13.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

13.6 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion

13.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)

"[Name of company]"

I/We, \_\_\_\_\_, of \_\_\_\_\_,  
being a member/members of the above-named company, hereby appoint  
\_\_\_\_\_ of \_\_\_\_\_, or  
failing him, \_\_\_\_\_ of \_\_\_\_\_, as  
my/our proxy to vote in my/our name(s) and on my/our behalf at the  
annual/extraordinary general meeting of the company to be  
held on \_\_\_\_\_ 20 \_\_\_\_\_, and at any adjournment  
thereof  
Signed \_\_\_\_\_ 20 \_\_\_\_."

13.8 Where it is desired to afford members an opportunity of instructing the proxy how he shall vote, the instrument appointing a proxy shall be in any form approved by the directors which enables the members to determine how their votes are to be cast on each of the resolutions comprised in the business of the meeting for which it is to be used

13.9 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- (C) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

13.10 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **14. DIRECTORS**

14.1 Unless otherwise determined by ordinary resolution the number of directors shall not be less than 2 or more than 10

14.2 The remuneration of the directors for their services as such shall be determined from time to time by ordinary resolution, and such remuneration shall be deemed to accrue from day to day. A director who ceases to hold office as such during the course of a year shall remain entitled to any unpaid proportion of his remuneration for that year

14.3 The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties

14.4 There shall be no shareholding qualification for directors

14.5 Subject to compliance with Part X of the Act, a director may be or become interested as an officer, employee or shareholder of any other company in which this company may be in any way interested, and unless the company shall by ordinary resolution otherwise determine he shall not be accountable for any remuneration or other benefits derived by him from an interest in that other company

#### **15. ALTERNATE DIRECTORS**

15.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him

15.2 An 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, to attend and vote at any such meeting at which the director appointing him is to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom

15.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment

15.4 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors

15.5 Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him

## **16. POWERS OF DIRECTORS**

16.1 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors

16.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

16.3 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any

managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying

## **17. BORROWING POWERS OF DIRECTOR**

17.1 Subject as provided by this regulation the directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the company or any other party

17.2 The directors shall so restrict the borrowings of the company and exercise all voting and other rights or powers of control exercisable by the company in relation to its subsidiaries as to secure (so far as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all sums borrowed by the company and its subsidiaries (exclusive of sums borrowed from or owing to the company or any such subsidiary) shall not at any time exceed an amount equal to the share capital and consolidated reserves (as defined by this resolution) without the previous sanction of an ordinary resolution of the company in general meeting

17.3 For the purpose of this regulation "the share capital and consolidated reserves" means the aggregate amount of the paid-up share capital of the company plus the amount of the consolidated capital and revenue reserves (including any share premium account or capital redemption reserve) and any credit balance on the consolidated profit and loss account after deducting (a) any debit balance on that account and (b) any amounts attributable to shareholders other than the company and its subsidiaries, all as shown in the last audited consolidated balance sheet of the company and its subsidiaries, but

17.3.1 adjusted so as to reflect any issue of shares or other variation in the paid-up share capital or share premium account of the company since the date of the balance sheet and any distributions made from such reserves or profit and loss account since that date; and

17.3.2 excluding any sums set aside for taxation, any share capital or reserves resulting from writing up after the adoption of these articles the book values of the assets of the company or any subsidiary, and any intangible assets

17.4 For the purposes of this regulation sums owing on debentures issued for a consideration other than cash shall be deemed to be borrowed, and the giving of a guarantee shall be deemed a borrowing of an amount equal to the maximum liability under the guarantee

17.5 No person dealing with the company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or inquire whether the limit imposed by this regulation is observed, and no debt incurred or security given in excess of that limit shall be invalid unless he had express notice at the time when the debt was incurred or the security was given that the limit had been or would by that action be exceeded

#### **18. APPOINTMENT AND RETIREMENT OF DIRECTORS**

18.1 Every annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not 3 or a multiple of 3, the number nearest to one-third shall retire from office; but if there is only one director who is subject to retirement by rotation, he shall retire

18.2 No person shall be appointed or reappointed a director at any general meeting unless :

- (a) he is recommended by the directors; or
- (b) not less than 14 nor more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed

18.3 Not less than 7 nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment as a director. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the company's register of directors

18.4 Subject as aforesaid, the company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director

18.5 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors.

## **19. DISQUALIFICATION OF DIRECTORS**

19.1 The office of a director shall be vacated if :

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either :
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the company; or
- (e) he shall for more than 6 consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated

## **20. DIRECTORS' RETIREMENT BENEFITS**

20.1 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including



a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit

## **21. DIRECTORS' APPOINTMENTS AND INTERESTS**

21.1 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office in the company, and may procure the company to enter into a contract or arrangement with him for his employment or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, contract or arrangement may be made upon such terms as to remuneration and otherwise as the directors shall think fit. The appointment of a managing director shall terminate if he ceases to be a director, but without prejudice to any claim for damages which he may have for breach of any contract of service. The tenure by a director of any other executive office or appointment shall not terminate on his ceasing to be a director unless the terms of his appointment expressly otherwise provide

21.2 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested ;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

21.3 For the purposes of the preceding regulation

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall

be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

## **22. PROCEEDINGS OF DIRECTORS**

22.1 The directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote

22.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be 2. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum

22.3 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number; but if the number of directors is less than the number constituting the quorum, they or he may act only for the purpose of filling vacancies or of calling a general meeting

22.4 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting

22.5 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote

22.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one

or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity

22.7 Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the company or any of its subsidiaries for subscription, purchase or exchange;
- (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes

For the purpose of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

22.8 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote

22.9 The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors

22.10 Where proposals are under consideration concerning the appointment of 2 or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment

22.11 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive

22.12 A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:-

- (a) to hear each of the other participating directors addressing the meeting; and
- (b) if he so wishes, to address all of the other participating directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods. A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum. A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

## **23. LOCAL BOARDS AND AGENTS**

23.1 The directors may establish any local boards or agencies for managing any of the affairs of the company in the United Kingdom or elsewhere, and may appoint their members and fix their remuneration; and they may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the directors, with power to sub-delegate, and may authorise the members of any local board, or any. of them, to fill vacancies and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and conditions as the directors think fit. The directors may remove any person so appointed, or annul or vary any such delegation; but no person dealing in good faith and without notice of the annulment or

variation shall be affected

23.2 The directors may by power of attorney under the seal appoint any corporation, firm or individual, or any fluctuating body of persons to be the attorney or attorneys of the company for such purposes and with such powers, authorities and discretions (not exceeding those exercisable by the directors) and for such periods and on such terms as to remuneration and otherwise as they may think fit, with or without power to sub-delegate

#### **24. SECRETARY**

The secretary shall be appointed by the directors for such period and on such terms as to remuneration and otherwise as they may think fit; and any secretary so appointed may (subject to the terms of any contract between him and the company) be removed by the directors from office

#### **25. MINUTES**

25.1 The directors shall cause minutes to be made in books kept for the purpose :

- (a) of all appointments of officers made by the directors;  
and
- (b) of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting

#### **26. THE COMPANY SEAL**

If the company adopts a seal it shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director. and by the secretary or by a second director

#### **27. DIVIDENDS**

27.1 The company in general meeting may by ordinary resolution declare dividends payable to the members in accordance with their respective rights and priorities out of any lawfully distributable profits; but no dividend shall exceed the amount recommended by the directors

27.2 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights

27.3 Unless otherwise provided by the rights attached to shares or the terms of their issue, all dividends shall be declared and paid proportionally to the capital paid up on the shares on which the dividend is paid; but if any shares are issued on terms providing that they shall rank for dividend as from a specified date or to a specified extent, they shall rank for dividend accordingly. Any dividend or interim dividend may be expressed to be payable on a specified date to persons registered on some earlier date as the holders of the shares in respect of which the dividend is declared, notwithstanding that such persons may not be so registered on the date of the declaration or payment

27.4 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees

27.5 Any dividend or other monies payable in respect of a share may be paid by cheque sent by post to the registered office of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other monies payable in respect of the share

27.6 No dividend or other monies payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share

27.2 Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company

28.     ACCOUNTS

No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company

29.     CAPITALISATION

29.1 The directors may with the authority of an ordinary resolution of the company :

- (a)             subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;
- (b)             appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (c)             make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the

case of shares or debentures becoming distributable under this regulation in fractions; and

- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalization, any agreement made under such authority being binding on all such members

### 30. NOTICES

30.1 Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing

30.2 The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company

30.3 A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

30.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title

30.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

30.6 A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustees of the



bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

**31. WINDING UP**

If the company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability

**32. INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company