

AEROSPACE TOOLING LIMITED

REGISTERED NUMBER 06045956

(THE "COMPANY")

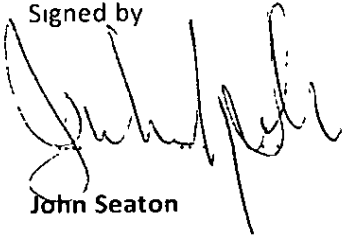
PROPOSED AS WRITTEN RESOLUTIONS

Circulation Date : **25 JUNE 2013**

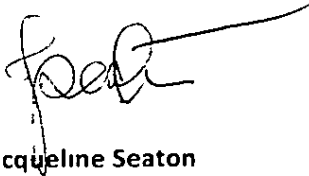
In accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "2006 Act"), we, being the sole eligible members of the Company, irrevocably agree that the following resolution is passed as a special resolution

1. **THAT** the document attached to these written resolutions ("New Articles"), be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association

Signed by

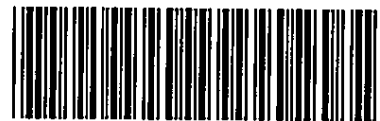


John Seaton



Jacqueline Seaton

THURSDAY



A2BVBBV5

A28

04/07/2013

#275

COMPANIES HOUSE

RW Blears



Company Number 02370730

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

AEROSPACE TOOLING LIMITED

Adopted by special resolution on 25 June 2013

INDEX

CLAUSE NO.	PAGE NO.
1 INTRODUCTION	2
2 DEFINITIONS	2
3 LIABILITY OF MEMBERS	5
4 DIRECTORS' POWERS, RESPONSIBILITIES AND DELEGATION	5
5 DECISION MAKING BY DIRECTORS	5
6 DIRECTORS' PERMITTED INTERESTS	9
7 AUTHORISATION OF CONFLICTS OF INTEREST	11
8 DIRECTORS' INTERESTS GENERAL	12
9 ALTERNATE DIRECTORS	14
10 APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS	15
11 DIRECTORS' RENUMERATION AND EXPENSES	16
12 SHARES GENERAL	17
13 SHARES AUTHORITY TO ALLOT	18
14 SHARES TRANSFER	18
15 DIVIDENDS AND OTHER DISTRIBUTIONS	19
16 CAPITALISATION OF PROFITS	21
17 DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS	21
18 DECISION-MAKING BY SHAREHOLDERS VOTING AT GENERAL MEETINGS	23
19 COMPANY SECRETARY	26
20 AUTHENTICATION	26
21 COMPANY SEALS	26
22 PROVISION FOR EMPLOYEES ON THE CESSATION OF BUSINESS	26
23 NOTICES AND COMMUNICATIONS	27
24 INDEMNITIES AND FUNDING OF PROCEEDINGS	28
25 INSURANCE	28

"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006 as amended, modified or re-enacted from time to time), in so far as they apply to the Company,
"Companies Act 2006"	means the Companies Act 2006 including any statutory modification or re-enactment of that statute for the time being in force, subject always to article 2 1,
"Company Secretary"	means the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary, if any,
"Distribution Recipient"	has the meaning given in article 15 2 2,
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form,
"eligible director"	means (a) in relation to a matter proposed at a directors' meeting, a director who is entitled to vote and to have that vote counted in relation to that particular matter at that meeting, or (b) in relation to a decision of the directors taken in accordance with article 5 2, a director who would have been entitled to vote and to have that vote counted, had the matter in question been proposed at a directors' meeting,
"fully paid"	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid or credited as paid to the Company,
"Group Companies"	means the Company and its subsidiary undertakings from time to time, and a reference to a "Group Company" shall be a reference to any one of them,
"instrument"	means a document in hard copy form,
"persons entitled"	has the meaning given in article 16 1 2,

3. LIABILITY OF MEMBERS

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

4 DIRECTORS' POWERS, RESPONSIBILITIES AND DELEGATION

4 1 Subject to these articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4 2 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the directors have done before the passing of the resolution

4 3 Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. The directors may revoke any delegation in whole or part, or alter its terms and conditions

4 4 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 these articles which govern the taking of decisions by directors. The directors may make rules of procedure for all or any committees which prevail over rules derived from these articles if they are not consistent with them

5. DECISION-MAKING BY DIRECTORS

5 1 Directors to take decisions collectively

5 1 1 The general rule about decision making by directors is that any decision of the directors must either be a majority decision at a meeting or taken in accordance with article 5 2

5 1 2 If the Company only has one director for the time being (and no provision of these articles requires it to have more than one director) the general rule does not apply and the sole director (for as long as he remains the sole director) shall be entitled to exercise all the powers and authorities vested in the directors by these articles (and the provisions of these articles shall be construed accordingly), and he may take decisions (provided that he constitutes an eligible director in relation to any particular decision) without regard to the provisions of articles 5 2, 5 3, 5 4 1, 5 4 2, 5 4 5, 5 4 6, 5 5 1, 5 5 2 and 5 6 relating to directors' decision-making

5 2 Unanimous decisions

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. Such a

consideration or the resolution to be voted on concerns a matter in which he has a direct or indirect interest which conflicts or may conflict with the interests of the Company provided that

- 5 4 3 1 the director has declared the nature and extent of that interest in accordance with and to the extent required by the provisions of the Companies Act 2006 and these articles,
- 5 4 3 2 where necessary, any situation which could give rise to a conflict and which would otherwise be prohibited by section 175 of the Companies Act 2006 is authorised pursuant to article 6 1 or article 7, and
- 5 4 3 3 the terms of any authorisation given or imposed pursuant to article 6 1 or article 7 do not prevent or otherwise restrict the director from doing so,

but otherwise shall not be entitled to participate in such process or to vote or count in the quorum where he has a direct or indirect interest which conflicts or may conflict with the interests of the Company. If a director purports to vote in a situation where, by virtue of this article 5 4 3 (or the terms of any authorisation) he is not entitled to vote, his vote shall not be counted

5 4 4 For the purposes of article 5 4 3

- 5 4 4 1 an interest of a person who is connected with a director (within the meaning of section 252 of the Companies Act 2006) shall be treated as an interest of the director,
- 5 4 4 2 in relation to an alternate, an interest of his Appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has, but this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another Appointor who does not have such an interest (or for himself if he is a director and has no such interest),
- 5 4 4 3 references to a conflict of interest include a conflict of interest and duty and a conflict of duties, and
- 5 4 4 4 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

For the avoidance of doubt, where a director ("**first director**") is appointed to act as an alternate by another one or more directors ("**second director**") and the first director has an interest which prevents him from voting in relation to any transaction or arrangement, that first director shall also not be entitled to vote in relation to that transaction or arrangement as alternate on behalf of any second director

or to enable a decision to be taken

5.6 Chairing of directors' meetings and chairman's casting vote

5.6.1 The directors may appoint (and remove at any time) a director to chair their meetings and the person so appointed for the time being is known as the Chairman. If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is unwilling or unable to act as chairman at that meeting or any part of it, the participating directors must appoint one of themselves who is willing and able so to act, to be the Chairman for that meeting or for that part of the meeting.

5.6.2 If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote, unless in relation to a particular proposal at a meeting, the Chairman or other director chairing the meeting is not an eligible director.

5.7 Records of decisions to be kept

The directors must ensure that the Company keeps a permanent record in writing which can be read by the naked eye, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors and of any decisions taken by a sole director.

5.8 Directors' discretion to make further rules

Subject to these articles and the Companies Act 2006, 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.

6. DIRECTORS' PERMITTED INTERESTS

6.1 Provided that (a) he has declared the nature and extent of his interest in accordance with (and to the extent required by) the provisions of article 6.4, and (b) the directors or the shareholders have not (upon request) refused to give specific authorisation pursuant to article 7 for a particular situation or matter, and (c) the directors and shareholders have not otherwise resolved pursuant to article 7.3 that a particular situation or matter shall no longer be authorised, a director, notwithstanding his office, shall be authorised

6.1.1 to enter into, or otherwise be interested in, any transaction or arrangement with the Company or any other Group Company or in which the Company (or any other Group Company) is interested, either with regard to his tenure of any office or position in the management, administration or conduct of its business or as seller, buyer or otherwise,

6.1.2 to hold any office or place of profit (except that of auditor) with, or to be employed by or a consultant to or otherwise interested (including by way of the holding of shares or securities convertible into shares) in, the Company, any other Group

limitation transactions or arrangements relating to the sale and supply of goods and services, the borrowing or advancing of money and the use of property and other assets, and

- 6 2 5 any claim or right arising between (a) the Company and any other Group Company, or (b) the Company and any shareholder holding the majority of the voting rights attaching to the issued share capital of the Company or any Associate of that shareholder

It shall be a term and condition of the authorisation given pursuant to article 6 2 5 that the director shall not be entitled to vote or participate in any discussions relating to the exercise, enforcement or pursuance of any claim or right so authorised

- 6 3 For the purposes of articles 6 1 and 6 2

- 6 3 1 an interest of (a) a person who is connected with a director (within the meaning of section 252 of the Companies Act 2006), and (b) the Appointor in relation to any alternate, shall be treated as an interest of the director or the alternate (as appropriate) in each case in addition to any interest which the director or alternate otherwise has, and

- 6 3 2 any authorisation of a situation or matter pursuant to articles 6 1 and 6 2 relating to a Group Company or to any shareholder holding the majority of the voting rights in the share capital of the Company or any Associate of that shareholder, shall be effective only for so long as the relevant Group Company remains a Group Company, the relevant shareholder holds the majority of the voting rights in the Company and the relevant Associate remains an Associate of a person who holds the majority of the voting rights in the Company

- 6 4 In relation to transactions or arrangements with the Company, the director shall declare the nature and extent of any interest authorised under articles 6 1 and 6 2 in any way permitted by the Companies Act 2006 and shall only be required to make such disclosure to the extent required to do so under the Companies Act 2006 In relation to other situations of actual or potential conflict of interest, the director shall declare the nature and extent of his interest at a meeting of the directors, or as otherwise determined by the directors, but shall not be required to declare the nature and extent of his interest to the extent that the other directors are already aware of the interest and its extent

7. AUTHORISATION OF CONFLICTS OF INTEREST

- 7 1 Any Relevant Matter may be authorised by the directors to the fullest extent permitted by law in accordance with the provisions of articles 7 2 to 7 4
- 7 2 Any director may propose that a Relevant Matter be authorised by the directors Such proposal and any authorisation given by the directors shall be effected in the same way as any other matter may be proposed to, and resolved upon by, the directors in accordance with these articles (or in such other manner as all the directors may approve) except that no authorisation shall be effective unless the requirements of section 175(6) of the Companies

- 8 1 2 excluding himself from attending and voting at board meetings or otherwise participating in directors' decision making to the extent relating to such situation, matter or interest or from participating in discussions (whether at meetings of the board or otherwise), or receiving documents or information to the extent relating to any such situation, matter or interest (including without limitation, notice of meetings, board papers, minutes or draft minutes, directors' written resolutions and legal advice given to any Group Company),
 - 8 1 3 arranging for documents or information relating to any such situation, matter or interest to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information, and/or
 - 8 1 4 not disclosing to the Company, or not using in relation to the Company's affairs, information which he obtains or has obtained otherwise than through his position as a director of the Company which relates to a situation, matter or interest and which is confidential to a third party, where to do so would amount to a breach of confidence or breach of duty to the third party
- 8 2 Article 8 1 shall apply, where a director has or could have
- 8 2 1 a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company and provided that the interest or the existence of the situation or relationship leading to the interest has been authorised pursuant to article 6 1 or article 7 and unless otherwise specified by the terms and conditions of such authorisation, and
 - 8 2 2 a direct or indirect interest in a transaction or arrangement with the Company and such interest has been declared to the other directors to the extent required by the Companies Act 2006
- 8 3 Where a director obtains or has obtained information, otherwise than through his position as a director, which is confidential to a third party other than the Company, then provided that the duty of confidentiality does not arise out of a situation in which the director has or may have a direct or indirect conflict of interest, the director shall not be required to disclose such information to the Company or use it in relation to the Company's affairs. This article is without prejudice to the ability of a director to withhold such information from the Company in accordance with the provisions of article 8 1
- 8 4 Articles 8 1 and 8 3 are without prejudice to any equitable principle or rule of law which may otherwise excuse or release the director from any requirement to disclose information or use information in relation to the Company's affairs, participate in discussions or receive documents or information
- 8 5 For the purposes of articles 6 to 8 references to a conflict of interest include a conflict of interest and duty and a conflict of duties

- 9 6 3 shall be entitled to take part in decisions of the directors pursuant to article 5 2 on behalf of each director by whom he has been appointed (and who would have been an eligible director in relation that decision) as well as being able to take part in making the decision for himself (if he is a director)
- 9 7 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration of the alternate's Appointor as the Appointor may direct by notice in writing made to the Company
- 9 8 An alternate director's appointment as an alternate for a particular Appointor shall terminate
 - 9 8 1 when that Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - 9 8 2 on the death of that Appointor, or
 - 9 8 3 when the directorship of that Appointor terminates,
 and an alternate director's appointment as an alternate for an Appointor (and, if the person is an alternate for more than one director, that person's appointment as an alternate for each Appointor) shall terminate on the occurrence in relation to the alternate of any event which, if it occurred in relation to any Appointor of that alternate, would result in the termination of that Appointor's appointment as a director

10. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

- 10 1 The shareholder(s) holding a majority of the voting rights attaching to the issued share capital of the Company may from time to time appoint any person who is willing to act and who is permitted by law to do so, as a director and may remove from office any director, whether appointed under this article 10 1 or otherwise
- 10 2 Any appointment or removal of a director pursuant to article 10 1 shall be made by notice to the Company signed by the shareholder(s) entitled to appoint or remove that director Any such appointment or removal shall take effect when the notice is received or at any later time specified for the purpose in the notice
- 10 3 Unless prohibited by the terms of any authorisation given under article 7, any director appointed for the time being pursuant to article 10 1 may make such disclosures in relation to the Group Companies to the shareholder(s) appointing him as he thinks appropriate in his sole discretion
- 10 4 The directors shall have no power to appoint any person to be a director
- 10 5 A person ceases to be a director as soon as
 - 10 5 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

Unless the directors decide otherwise (with the prior written consent of shareholder(s) holding a majority of the voting rights attaching to the issued share capital of the Company) such remuneration shall accrue from day to day and directors shall not be accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

- 11 2 The Company may pay any reasonable expenses which the directors (including any alternate director) or the Company Secretary properly incur in connection with their attendance at meetings of directors or committees of directors, 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 proper exercise of their powers and the discharge of their responsibility in relation to the Company
- 11 3 The directors may (with the prior written consent of the shareholder(s) holding a majority of the voting rights attaching to the issued share capital of the Company) exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a Group Company or with a predecessor in business of the Company or of any such body corporate, and for any member of his family (including a spouse, former spouse, civil partner or former civil partner) or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such benefit

12. SHARES GENERAL

- 12 1 All shares shall be issued fully paid
- 12 2 Subject to these 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
- 12 3 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the relevant shareholder
- 12 4 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or these articles, the Company is not in any way to be bound by or recognise any interest in a share other than the shareholder's absolute ownership of it and all the rights attaching to it
- 12 5 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 12 6 Every certificate must specify
 - 12 6 1 in respect of how many shares and of what class, it is issued,
 - 12 6 2 the nominal value of those shares,

of security for finance raised directly or indirectly for the purpose of the acquisition of the Company's shares or shares in a holding company or a subsidiary of the Company or by way of security for any refinancing of such finance (a "Permitted Transferee") or (b) by a Permitted Transferee to any person who receives any of such shares as a result of any enforcement (whether in whole or in part) of any security referred to in (a)

15. DIVIDENDS AND OTHER DISTRIBUTIONS

15 1 Procedure for declaring dividends

15 1 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

15 1 2 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights. Unless the shareholders' resolution to declare or the 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

15 1 3 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

15 2 Payment of dividends and other distributions

15 2 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

15 2 1 1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the directors may otherwise decide,

15 2 1 2 sending a cheque made payable to the Distribution Recipient by post (in accordance with article 23 4) to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is the shareholder of the share), or (in any other case) to an address specified by the Distribution Recipient in writing or (where no such address has been specified) as the directors may otherwise decide,

15 2 1 3 sending a cheque made payable to such person by post (in accordance with article 23 4) to such person at such address as the Distribution Recipient has specified in writing or (where no such address has been specified) as the directors may otherwise decide, or

15 2 1 4 any other means of payment as the directors agree with the Distribution Recipient in writing

one person is entitled to the share whether by reason of the death or bankruptcy of one or more joint shareholders or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the shareholders or persons otherwise entitled to the share

16 CAPITALISATION OF PROFITS

16 1 Subject to these articles, the directors may, if they are so authorised by an ordinary resolution

16 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

16 1 2 appropriate any sum which they so decide to capitalise ("**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend ("**persons entitled**") and in the same proportions

16 2 Capitalised sums must be applied on behalf of the persons entitled and in the same proportions as a dividend would have been distributed to them

16 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

16 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

16 5 Subject to these articles the directors may

16 5 1 apply capitalised sums in accordance with articles 16 3 and 16 4 partly in one way and partly in another,

16 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 or ignoring fractions altogether), and

16 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

17. DECISION-MAKING BY SHAREHOLDERS: ORGANISATION OF GENERAL MEETINGS

17 1 **Attendance and speaking at general meetings**

17 1 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate orally to all those attending the meeting,

17 5 Adjournment

17 5 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 the meeting. The chairman of the meeting must also adjourn a general meeting if directed to do so by a meeting at which a quorum is present.

17 5 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.

17 5 3 When adjourning a general meeting, the chairman of the meeting must either specify the time and place to which it is adjourned (which shall be the time and place (if any) specified at the meeting by shareholder(s) holding a majority of the voting rights attached to the issued share capital of the Company) or (if no such time and place are so stated by the shareholders) state that it is to continue at a time and place to be fixed by the directors.

17 5 4 Save where (a) the adjournment is of a temporary nature lasting not more than half an hour, (b) the adjourned meeting is to be held in the same place as the original meeting, and (c) the chairman announces whilst a quorum is present the time at which the adjourned meeting shall start, at least 5 clear days' notice shall be given of every adjourned meeting. Such notice shall be given to the same persons to whom notice of the Company's general meetings is required to be given and shall specify the time and place of the meeting and the general nature of the business to be conducted. No further notice of an adjourned meeting is required.

17 5 5 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.

18 DECISION-MAKING BY SHAREHOLDERS VOTING AT GENERAL MEETINGS

18 1 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 these articles.

18 2 Content of proxy notices

18 2 1 Proxies may only validly be appointed by a notice in writing ("**Proxy Notice**") which

18 2 1 1 states the name and address of the shareholder appointing the proxy,

before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

18 3 1 2 in the case of a Proxy Notice sent by electronic means where an address has been given by the Company

18 3 1 2 1 in the notice calling the meeting, or

18 3 1 2 2 in any form of proxy sent out by the Company in relation to the meeting, or

18 3 1 2 3 in any invitation to appoint a proxy issued by the Company in relation to the meeting,

be received at that address (subject to any conditions or limitations specified in the notice) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

18 3 1 3 in the case of a poll taken after the date of the meeting or adjourned meeting, be deposited or received as aforesaid at any time before the time appointed for the taking of the poll,

and a Proxy Notice which is not deposited, delivered or received in a manner so permitted shall be invalid Any valid Proxy Notice shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting In this article 18 3, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means

18 3 2 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

18 3 3 An appointment under a Proxy Notice may be revoked by delivering to the Company at the registered office or at any other place or address specified by the Company pursuant to article 18 3 1 in relation to the delivery of Proxy Notices for the particular meeting concerned, a notice of revocation of authority in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given

18 3 4 A notice revoking a proxy appointment or the authority of a person authorised by a corporation pursuant to section 323(1) Companies Act 2006, only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates or (in the case of a poll taken after the date of the meeting or adjourned meeting at which the poll was demanded) before the time appointed for taking the poll to which it relates

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

23 NOTICES AND COMMUNICATIONS

- 23 1 Except as otherwise provided in these articles and subject to article 23 4, any document or information to be given, sent or supplied under these articles by the Company shall be given, sent or supplied in any way in which the Company may send or supply documents or information generally to the intended recipient under schedule 5 of the Companies Act 2006 (which may include, without limitation, in hard copy form, in electronic form or by making it available on a website) subject to, and in accordance with, the requirements of that schedule
- 23 2 Except as otherwise provided in these articles and subject to article 23 4, any document or information to be given, sent or supplied under these articles to the Company shall be given, sent or supplied in English and otherwise in any way in which documents or information generally may be sent or supplied by the sender to the Company under schedule 5 of the Companies Act 2006 (where the sender is a body corporate) or schedule 4 of the Companies Act 2006 (in all other cases) subject to, and in accordance with, the requirements of schedule 4 or schedule 5 of the Companies Act 2006, as applicable
- 23 3 Articles 23 1 and 23 2 shall apply whether the document or information is authorised or required to be sent or supplied by the Companies Acts or otherwise. References in this article 23 to documents or information being given, sent or supplied by or to the Company include references to documents or information being given, sent or supplied by or to the directors of the Company acting on the Company's behalf
- 23 4 Articles 23 1 and 23 2 shall apply as if schedules 4 and 5 of the Companies Act 2006 required documents and information sent by post to be sent by prepaid first class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail
- 23 5 In the case of joint shareholders of a share, all notices, documents and information shall be given to the joint shareholder whose name stands first in the register of members in respect of the joint shareholding and any notices, documents and information so given shall be sufficiently given to all the joint shareholders. A shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices, documents or information may be given to him, or an address to which notices, documents or information may be sent by electronic means, shall be entitled to have such notices, documents or information given to him at that address
- 23 6 Proof that an envelope containing a notice, document or information was properly addressed, prepaid first class and posted shall be conclusive evidence that the notice, document or information was given. Proof that a notice, document or information sent by electronic means was sent or given in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or information was sent or given. The board may require authentication of any

25 1 2 a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or of any employees' share scheme in which employees of any such Relevant Company are interested,

including (without limitation) insurance against any liability referred to in article 24 attaching to him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme

25 2 In article 25 1, "**Relevant Company**" means the Company or any other undertaking which is or was at any time

25 2 1 the holding company of the Company, or

25 2 2 a subsidiary of the Company or of such holding company, or

25 2 3 a company in which the Company has an interest (whether direct or indirect)