

Company Registration Number 6674383

The Companies Act 2006

PUBLIC LIMITED COMPANY

ARTICLES OF ASSOCIATION

of

EXOVA PLC

(Adopted by Written Resolutions passed on 15 OCTOBER
2010)

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ARTICLES OF ASSOCIATION

EXOVA PLC

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PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

In the articles , unless the context requires otherwise—

“ <u>Alternate</u> ” or “ <u>Alternate Director</u> ”	has the meaning given in article 30,
“ <u>Appointor</u> ”	has the meaning given in article 30,
“ <u>Articles</u> ”	means the company’s articles of association,
“ <u>Bankruptcy</u> ”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
“ <u>Call</u> ”	has the meaning given in article 60,
“ <u>Call Notice</u> ”	has the meaning given in article 60,
“ <u>Certificate</u> ”	means a paper certificate (other than a share warrant) evidencing a person’s title to specified shares or other securities,
“ <u>Certificated</u> ”	in relation to a share, means that it is not an uncertificated share or a share in respect of which a share warrant has been issued and is current,
“ <u>Chairman</u> ”	has the meaning given in article 17,
“ <u>Chairman of The Meeting</u> ”	has the meaning given in article 36,
“ <u>Companies Acts</u> ”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,
“ <u>Company’s Lien</u> ”	has the meaning given in article 57,
“ <u>Director</u> ”	means a director of the company, and includes any person occupying the position of director, by whatever name called,
“ <u>Distribution Recipient</u> ”	has the meaning given in article 79,
“ <u>Document</u> ”	” includes, unless otherwise specified, any document sent or supplied in electronic form,

<u>“Electronic Form”</u>	has the meaning given in section 1168 of the Companies Act 2006,
<u>“Fully Paid”</u>	in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,
<u>“Hard Copy Form”</u>	has the meaning given in section 1168 of the Companies Act 2006,
<u>“Holder”</u>	in relation to shares means the person whose name is entered in the register of members as the holder of the shares, or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,
<u>“Instrument”</u>	means a document in hard copy form,
<u>“Investor Director”</u>	means a director appointed by the original investor pursuant to article 27 and “investor directors” shall be construed accordingly Huw Phillips, Christian Rochat and Fred Kindle shall be deemed to have been appointed by the original investor as investor directors pursuant to article 27,
<u>“Lien Enforcement Notice”</u>	has the meaning given in article 58,
<u>“Member”</u>	has the meaning given in section 112 of the Companies Act 2006,
<u>“Ordinary Resolution”</u>	has the meaning given in section 282 of the Companies Act 2006,
<u>“Original Investor”</u>	means Exova Holdings Limited,
<u>“Paid”</u>	means paid or credited as paid,
<u>“Participate”</u>	in relation to a directors’ meeting, has the meaning given in article 13,
<u>“Partly Paid”</u>	in relation to a share means that part of that share’s nominal value or any premium at which it was issued has not been paid to the company,
<u>“Proxy Notice”</u>	has the meaning given in article 43,
<u>“Securities Seal”</u>	has the meaning given in article 52,
<u>“Shares”</u>	means shares in the company,

<u>“Special Resolution”</u>	has the meaning given in section 283 of the Companies Act 2006,
<u>“Statutes”</u>	means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts,
<u>“Subsidiary”</u>	has the meaning given in section 1159 of the Companies Act 2006,
<u>“Transmittee”</u>	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law,
<u>“Uncertificated”</u>	in relation to a share means that, by virtue of legislation (other than section 778 of the Companies Act 2006) permitting title to shares to be evidenced and transferred without a certificate, title to that share is evidenced and may be transferred without a certificate, and
<u>“Writing”</u>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

References in these articles to “writing” include references to any method of representing or reproducing words in a legible and non transitory form. Headings are for convenience only and shall not affect construction. If, and for so long as, the company has only one member, these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to such a company.

2. Liability of members

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

PART 2 DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

3. Directors’ general authority

Subject to the articles, the directors are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

4. Authority to issue relevant securities

Subject to any direction to the contrary which may be given by the company in general meeting, the directors are unconditionally authorised to exercise all powers of the company to allot relevant securities. The maximum nominal amount of relevant securities that may be allotted under this authority shall be £500,000,000 (five hundred million pounds sterling) or such other amount as may from time to time be authorised by the company in general meeting. The authority conferred on the directors by this article shall remain in force for a period of five years from 1 January 2010 but may be revoked varied or renewed from time to time by the company in general meeting in accordance with the Companies Acts.

5. Exclusion of rights to offers on a pre-emptive basis

Section 561 of the Companies Act 2006 shall not apply to the allotment by the company of any equity security allotted pursuant to the authority set out in article 4.

6. Members' reserve power

- (a) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (b) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7. Directors may delegate

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

8. Committees

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

9. Powers of directors

- (a) 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 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
- (b) Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the statutes to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or any of its subsidiaries

DECISION-MAKING BY DIRECTORS

10. Directors to take decisions collectively

Decisions of the directors may be taken—

- (a) at a directors' meeting, or
- (b) in the form of a directors' written resolution

11. Calling a directors' meeting

Any director may call a directors' meeting

- (a) Subject to the provisions of these articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. At any time any director may summon a meeting of the directors on such reasonable notice as is practicable in the circumstances. Any director may waive notice of any meeting and any such waiver may be retroactive
- (b) The company secretary must call a directors' meeting if a director so requests
- (c) A directors' meeting is called by giving notice of the meeting to the directors

- (d) Notice of any directors' meeting must indicate—
 - (i) its proposed date and time,
 - (ii) where it is to take place, and
 - (iii) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (e) Notice of a directors' meeting must be given to each director, but need not be in writing
- (f) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12. Proceeding of directors' meetings

Any director or alternate director may validly participate in a meeting of the board through the medium of telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Companies Acts, all business transacted in such manner by the board or a committee of the board shall for the purpose of these articles be deemed to be validly and effectively transacted at a meeting of the board or a committee of the board notwithstanding that a quorum of directors is not physically present in the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

13. Participation in directors' meetings

- (a) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
 - (i) the meeting has been called and takes place in accordance with the articles, and
 - (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (b) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- (c) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

14. Quorum for directors' meetings

- (a) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (b) The quorum at a meeting of directors shall be any two investor directors. If within half an hour of the time appointed for the holding of any meeting of the directors a quorum shall not be present, the director(s) present shall resolve to adjourn that meeting to a specified place and time (which shall not be earlier than three nor later than seven days after the date originally fixed for the meeting). The company shall give notice to each director who did not attend the first meeting requiring him either to attend the adjourned meeting of the directors or to state in writing his views on the matters to be discussed at that meeting. If any director having received such notice fails to attend such adjourned meeting the quorum necessary for the transaction of the business of the directors shall be any one investor director. An alternate director shall be counted in the quorum in the same capacity as his appointor but so that not less than two individuals shall constitute a quorum.

15. Meetings where total number of directors less than quorum

- (a) This article applies where the total number of directors for the time being is less than the quorum for directors' meetings
- (b) If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so
- (c) If there is more than one director—
 - (i) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so, and
 - (ii) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

16. No age limit or share qualification

No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained a particular age. No shareholding qualification for directors shall be required.

17. Chairing directors' meetings

Without prejudice to its rights under article 27 the original investor shall have the right to appoint the chairman by written notice to the company. If no chairman shall have been appointed or if at any meeting of the directors no chairman shall be present within five minutes after the time appointed for holding the meeting, the investor directors present may choose one of their number to be chairman of the meeting. The

chairman shall be entitled to a second or casting vote in the event of an equality of votes cast by directors. The appointment of any director to the office of chairman shall automatically determine if he ceases to be a director but without prejudice to any claim for damages for breach of any contract of service between him and the company

18. Voting at directors' meetings: general rules

- (a) Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors
- (b) Subject to the articles, each director participating in a directors' meeting has one vote

19. Conflicts of interest

- (a) Subject to the Companies Acts and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office
 - (i) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise interested,
 - (ii) may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested, and
 - (iii) shall not, save as otherwise agreed by him, be accountable to the company for any benefit which he derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate or for such remuneration and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit
- (b) On any matter in which a director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof provided that the nature of the interest of any director or alternate director in any such matter shall be disclosed by him at or prior to its consideration and any vote thereon
- (c) If a question arises at any time as to the materiality of a director's interest or as to his entitlement to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive except in a case where the nature or extent of the interest of such director has not been fairly disclosed
- (d) For the purposes of these articles

- (i) 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 contract, 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 contract, transaction or arrangement of the nature and extent so specified, and
- (ii) 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

20. Chairman's casting vote at directors' meetings

- (a) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- (b) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

21. Alternates voting at directors' meetings

A director who is also an alternate director has an additional vote on behalf of each appointor who is—

- (a) not participating in a directors' meeting, and
- (b) would have been entitled to vote if they were participating in it

22. Proposing directors' written resolutions

Any director may propose a directors' written resolution

- (a) The company secretary must propose a directors' written resolution if a director so requests
- (b) A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.
- (c) Notice of a proposed directors' written resolution must indicate—
 - (i) the proposed resolution, and
 - (ii) the time by which it is proposed that the directors should adopt it
- (d) Notice of a proposed directors' written resolution must be given in writing to each director
- (e) Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

23. Adoption of directors' written resolutions

- (a) A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, provided that those directors would have formed a quorum at such a meeting
- (b) It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted
- (c) The resolution may be contained in one document or in several documents in like form each executed by one or more of the directors or members of the committee concerned
- (d) 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
- (e) Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles
- (f) The company secretary must ensure that the company keeps a record, in writing, of all directors' written resolutions for at least ten years from the date of their adoption

24. Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

25. Methods of appointing directors

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors

26. Termination of director's appointment

A person ceases to be a director as soon as—

- (a) 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,
- (b) a bankruptcy order is made against that person,

- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) that person is absent from meetings of the directors for six consecutive months without leave and the directors resolve that his office be vacated,
- (g) notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms,
- (h) save in relation to the investor directors, that person is removed from office by notice in writing signed by all the other directors (without prejudice to any claim for damages which he may have for breach of any contract between him and the company) and, for this purpose, a set of like notices each signed by one or more of the directors shall be as effective as a single notice signed by the requisite number of directors

Any investor director shall be entitled to disclose to the original investor such information concerning the business and affairs of the company as he sees fit

27. Appointment and removal of directors by the original investor

Without prejudice to article 25, the original investor may appoint and maintain in office up to four persons to be investor directors one of whom shall be the chairman and shall have a casting vote in the case of an equality of votes by the board. The original investor shall also be entitled to remove any director and to fill any vacancies so created. Any such appointment or removal shall be in writing served on the company and signed by or on behalf of the original investor and shall take effect on delivery at the company's registered office or at any meeting of the board or committee thereof. Such document may be signed on or on behalf of the original investor by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

28. Directors' remuneration

- (a) Directors may undertake any services for the company that the directors decide
- (b) Directors are entitled to such remuneration as the directors determine—
 - (i) for their services to the company as directors, and
 - (ii) for any other service which they undertake for the company

- (c) Subject to the articles, a director's remuneration may—
 - (i) take any form, and
 - (ii) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- (d) Unless the directors decide otherwise, directors' remuneration accrues from day to day
- (e) Unless the directors decide otherwise, directors are not 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

29. Directors' expenses

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

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

ALTERNATE DIRECTORS

30. Appointment and removal of alternates

- (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to—
 - (i) exercise that director's powers, and
 - (ii) carry out that director's responsibilities,in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- (b) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors
- (c) The notice must—
 - (i) identify the proposed alternate, and

- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

31. Rights and responsibilities of alternate directors

- (a) An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor
- (b) Except as the articles specify otherwise, alternate directors—
 - (i) are deemed for all purposes to be directors,
 - (ii) are liable for their own acts and omissions,
 - (iii) are subject to the same restrictions as their appointors, and
 - (iv) are not deemed to be agents of or for their appointors
- (c) A person who is an alternate director but not a director—
 - (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (ii) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)
- (d) Any director who is appointed an alternate director shall be entitled to vote at a meeting of the board on behalf of the director so appointing him in addition to being entitled to vote in his own capacity as a director and shall also be considered as two directors for the purpose of making a quorum of directors unless he is the only individual present
- (e) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

32. Termination of alternate directorship

An alternate director's appointment as an alternate terminates—

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or

- (d) when the alternate's appointor's appointment as a director terminates, except that an alternate's appointment as an alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting

PART 3 DECISION-MAKING BY MEMBERS - ORGANISATION OF GENERAL MEETINGS

33. Members can call general meeting if not enough directors

If—

- (a) the company has fewer than two directors, and
- (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,

then two or more members may call a general meeting (or instruct the company secretary to do so) for the purpose of appointing one or more directors

34. Attendance and speaking at general meetings

- (a) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- (b) A person is able to exercise the right to vote at a general meeting when—
 - (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (ii) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (c) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- (d) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- (e) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

35. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

36. Chairing general meetings

- (a) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- (b) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

- (i) the directors present, or

- (ii) (if no directors are present), the meeting,

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

- (c) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”

37. Attendance and speaking by directors and non-members

- (a) Directors may attend and speak at general meetings, whether or not they are members
- (b) The chairman of the meeting may permit other persons who are not—
 - (i) members of the company, or
 - (ii) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting

38. Adjournment

- (a) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it
- (b) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
 - (i) the meeting consents to an adjournment, or
 - (ii) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or

ensure that the business of the meeting is conducted in an orderly manner

- (c) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (d) When adjourning a general meeting, the chairman of the meeting must—
 - (i) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (ii) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (e) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
 - (i) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (ii) containing the same information which such notice is required to contain
- (f) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

39. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

40. Errors and disputes

- (a) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- (b) Any such objection must be referred to the chairman of the meeting whose decision is final

41. Demanding a poll

- (a) A poll on a resolution may be demanded—
 - (i) in advance of the general meeting where it is to be put to the vote, or

- (ii) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (b) A poll may be demanded by—
 - (i) the chairman of the meeting,
 - (ii) the directors,
 - (iii) two or more persons having the right to vote on the resolution, or
 - (iv) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- (c) A demand for a poll may be withdrawn if—
 - (i) the poll has not yet been taken, and
 - (ii) the chairman of the meeting consents to the withdrawal

42. Procedure on a poll

- (a) Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs
- (b) The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared
- (c) The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded
- (d) A poll on—
 - (i) the election of the chairman of the meeting, or
 - (ii) a question of adjournment,must be taken immediately
- (e) Other polls must be taken within 30 days of their being demanded
- (f) A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded
- (g) No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded
- (h) In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken

43. Content of proxy notices

- (a) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
 - (i) states the name and address of the member appointing the proxy,
 - (ii) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed,
 - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - (iv) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- (b) The company may require proxy notices to be delivered in a particular form, and may

specify different forms for different purposes
- (c) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (d) Unless a proxy notice indicates otherwise, it must be treated as—
 - (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

44. Delivery of proxy notices

- (a) Any notice of a general meeting must specify the address or addresses (“proxy notification address”) at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- (b) 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
- (c) Subject to paragraphs (d) and (e), a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates

- (d) In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll
- (e) In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered—
 - (i) in accordance with paragraph (c), or
 - (ii) at the meeting at which the poll was demanded to the chairman, secretary or any director
- (f) An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address
- (g) A notice revoking a proxy appointment only takes effect if it is delivered before—
 - (i) the start of the meeting or adjourned meeting to which it relates, or
 - (ii) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates
- (h) If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

45. Amendments to resolutions

- (a) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - (i) notice of the proposed amendment is given to the company secretary in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (ii) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- (b) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
 - (i) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (ii) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- (c) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

46. Voting of shares on which money owed to company

Voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, even if there are amounts payable to the company in respect of that share

APPLICATION OF RULES TO CLASS MEETINGS

47. Class meetings

The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares

PART 4 SHARES AND DISTRIBUTIONS - ISSUE OF SHARES

48. Powers to issue different classes of share

- (a) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide
- (b) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

49. Payment of commissions on subscription for shares

- (a) The company may pay any person a commission in consideration for that person—
 - (i) subscribing, or agreeing to subscribe, for shares, or
 - (ii) procuring, or agreeing to procure, subscriptions for shares
- (b) Any such commission may be paid—
 - (i) in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and
 - (ii) in respect of a conditional or an absolute subscription

INTERESTS IN SHARES

50. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

SHARE CERTIFICATES

51. Certificates to be issued except in certain cases

- (a) The company must issue each member with one or more certificates in respect of the shares which that member holds
- (b) This article does not apply to—
 - (i) uncertificated shares,
 - (ii) shares in respect of which a share warrant has been issued, or
 - (iii) shares in respect of which the Companies Acts permit the company not to issue a certificate
- (c) Except as otherwise specified in the articles, all certificates must be issued free of charge
- (d) No certificate may be issued in respect of shares of more than one class
- (e) If more than one person holds a share, only one certificate may be issued in respect of it

52. Contents and execution of share certificates

- (a) Every certificate must specify—
 - (i) in respect of how many shares, of what class, it is issued,
 - (ii) the nominal value of those shares,
 - (iii) the amount paid up on them, and
 - (iv) any distinguishing numbers assigned to them
- (b) Certificates must—
 - (i) have affixed to them the company's common seal or an official seal which is a facsimile of the company's common seal with the addition on its face of the word "Securities" (a "securities seal"), or
 - (ii) be otherwise executed in accordance with the Companies Acts

53. Consolidated share certificates

- (a) When a member's holding of shares of a particular class increases, the company may issue that member with—
 - (i) a single, consolidated certificate in respect of all the shares of a particular class which that member holds, or
 - (ii) a separate certificate in respect of only those shares by which that member's holding has increased
- (b) When a member's holding of shares of a particular class is reduced, the company must ensure that the member is issued with one or more certificates in respect of the number of shares held by the member after that reduction. But the company need not (in the absence of a request from the member) issue any new certificate if—
 - (i) all the shares which the member no longer holds as a result of the reduction, and
 - (ii) none of the shares which the member retains following the reduction, were, immediately before the reduction, represented by the same certificate
- (c) A member may request the company, in writing, to replace—
 - (i) the member's separate certificates with a consolidated certificate, or
 - (ii) the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify
- (d) When the company complies with such a request it may charge such reasonable fee as the directors may decide for doing so
- (e) A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the company for cancellation

54. Replacement share certificates

- (a) If a certificate issued in respect of a member's shares is—
 - (i) damaged or defaced, or
 - (ii) said to be lost, stolen or destroyed,that member is entitled to be issued with a replacement certificate in respect of the same shares
- (b) A member exercising the right to be issued with such a replacement certificate—

- (i) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (ii) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
- (iii) must comply with such conditions as to evidence, indemnity and the payment of a
reasonable fee as the directors decide

SHARES NOT HELD IN CERTIFICATED FORM

55. Uncertificated shares

- (a) In this article, “the relevant rules” means—
 - (i) any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of shares other than in certificated form, and
 - (ii) any applicable legislation, rules or other arrangements made under or by virtue of such provision
- (b) The provisions of this article have effect subject to the relevant rules
- (c) Any provision of the articles which is inconsistent with the relevant rules must be disregarded, to the extent that it is inconsistent, whenever the relevant rules apply
- (d) Any share or class of shares of the company may be issued or held on such terms, or in such a way, that—
 - (i) title to it or them is not, or must not be, evidenced by a certificate, or
 - (ii) it or they may or must be transferred wholly or partly without a certificate
- (e) The directors have power to take such steps as they think fit in relation to—
 - (i) the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares),
 - (ii) any records relating to the holding of uncertificated shares,
 - (iii) the conversion of certificated shares into uncertificated shares, or
 - (iv) the conversion of uncertificated shares into certificated shares
- (f) The company may by notice to the holder of a share require that share—
 - (i) if it is uncertificated, to be converted into certificated form, and

- (ii) if it is certificated, to be converted into uncertificated form,
to enable it to be dealt with in accordance with the articles
- (g) If—
 - (i) the articles give the directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares, and
 - (ii) uncertificated shares are subject to that power, but the power is expressed in terms which assume the use of a certificate or other written instrument,

the directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares
- (h) In particular, the directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it
- (i) Unless the directors otherwise determine, shares which a member holds in uncertificated form must be treated as separate holdings from any shares which that member holds in certificated form
- (j) A class of shares must not be treated as two classes simply because some shares of that class are held in certificated form and others are held in uncertificated form

56. Share warrants

- (a) The directors may issue a share warrant in respect of any fully paid share
- (b) Share warrants must be—
 - (i) issued in such form, and
 - (ii) executed in such manner,

as the directors decide
- (c) A share represented by a share warrant may be transferred by delivery of the warrant
representing it
- (d) The directors may make provision for the payment of dividends in respect of any share represented by a share warrant
- (e) Subject to the articles, the directors may decide the conditions on which any share warrant is issued. In particular, they may—

- (i) decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost, stolen or destroyed,
- (ii) decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings,
- (iii) decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their shares in certificated or uncertificated form instead, and
- (iv) vary the conditions of issue of any warrant from time to time,

and the bearer of a warrant is subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued

- (f) Subject to the conditions on which the warrants are issued from time to time, bearers of share warrants have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants
- (g) The company must not in any way be bound by or recognise any interest in a share

represented by a share warrant other than the absolute right of the bearer of that warrant to that warrant

PARTLY PAID SHARES

57. Company's lien over partly paid shares

- (a) The company has a lien ("the company's lien") over every share which is partly paid for any part of—
 - (i) that share's nominal value, and
 - (ii) any premium at which it was issued,

which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it
- (b) The company's lien over a share—
 - (i) takes priority over any third party's interest in that share, and
 - (ii) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share

- (c) The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

58. Enforcement of the company's lien

- (a) Subject to the provisions of this article, if—
 - (i) a lien enforcement notice has been given in respect of a share, and
 - (ii) the person to whom the notice was given has failed to comply with it,the company may sell that share in such manner as the directors decide
- (b) A lien enforcement notice—
 - (i) may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
 - (ii) must specify the share concerned,
 - (iii) must require payment of the sum payable within 14 days of the notice,
 - (iv) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
 - (v) must state the company's intention to sell the share if the notice is not complied with
- (c) Where shares are sold under this article—
 - (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - (ii) the transferee is not bound to see to the application of the consideration, and the

transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied—
 - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - (ii) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the

company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent

to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice

- (e) A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date—
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (ii) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

59. Liens

Notwithstanding anything in these articles, any lien on shares which the company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution (or any of their respective nominee or nominees)

60. Call notices

- (a) Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice
- (b) A call notice—
 - (i) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the company by way of premium),
 - (ii) must state when and how any call to which it relates it is to be paid, and
 - (iii) may permit or require the call to be paid by instalments
- (c) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent
- (d) Before the company has received any call due under a call notice the directors may—
 - (i) revoke it wholly or in part, or
 - (ii) specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made

61. Liability to pay calls

- (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them—
 - (i) to pay calls which are not the same, or
 - (ii) to pay calls at different times

62. When call notice need not be issued

- (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium)—
 - (i) on allotment,
 - (ii) on the occurrence of a particular event, or
 - (iii) on a date fixed by or in accordance with the terms of issue
- (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

63. Failure to comply with call notice: automatic consequences

- (a) If a person is liable to pay a call and fails to do so by the call payment date—
 - (i) the directors may issue a notice of intended forfeiture to that person, and
 - (ii) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate
- (b) For the purposes of this article—
 - (i) the “call payment date” is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the “call payment date” is that later date,
 - (ii) the “relevant rate” is—

- (A) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
 - (B) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
 - (C) if no rate is fixed in either of these ways, 5 per cent per annum
- (c) The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998¹
 - (d) The directors may waive any obligation to pay interest on a call wholly or in part

64. Notice of intended forfeiture

A notice of intended forfeiture—

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

65. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

66. Effect of forfeiture

- (a) Subject to the articles, the forfeiture of a share extinguishes—
 - (i) all interests in that share, and all claims and demands against the company in respect of it, and

¹ 1998 c 11

- (ii) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company
- (b) Any share which is forfeited in accordance with the articles—
 - (i) is deemed to have been forfeited when the directors decide that it is forfeited,
 - (ii) is deemed to be the property of the company, and
 - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit
- (c) If a person's shares have been forfeited—
 - (i) the company must send that person notice that forfeiture has occurred and record it in the register of members,
 - (ii) that person ceases to be a member in respect of those shares,
 - (iii) that person must surrender the certificate for the shares forfeited to the company for cancellation,
 - (iv) that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
 - (v) the directors may waive payment of such sums 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
- (d) At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

67. Procedure following forfeiture

- (a) If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- (b) A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date—
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (ii) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

- (c) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
- (d) If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which—
 - (i) was, or would have become, payable, and
 - (ii) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

68. Surrender of shares

- (a) A member may surrender any share—
 - (i) in respect of which the directors may issue a notice of intended forfeiture,
 - (ii) which the directors may forfeit, or
 - (iii) which has been forfeited
- (b) The directors may accept the surrender of any such share
- (c) The effect of surrender on a share is the same as the effect of forfeiture on that share
- (d) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

TRANSFER AND TRANSMISSION OF SHARES

69. Transfers of certificated shares

- (a) Certificated shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and the transferee
- (b) The instrument of transfer of a subscriber's share which is not fully paid need not be executed by or on behalf of the transferee
- (c) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- (d) The company may retain any instrument of transfer which is registered

- (e) The transferor remains the holder of a certificated share until the transferee's name is entered in the register of members as holder of it
- (f) The directors may, in their absolute discretion, refuse to register any transfer of any share, whether or not it is a fully paid share
- (g) If the directors refuse to register the transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

70. Transfer of uncertificated shares

A transfer of an uncertificated share must not be registered if it is in favour of more than four transferees

71. Transmission of shares

- (a) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share
- (b) Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

72. Transmittees' rights

- (a) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
 - (i) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (ii) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had
- (b) But transmittees do not have the right to attend or vote at a general meeting in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

73. Exercise of transmittees' rights

- (a) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish
- (b) If the share is a certificated share and a transmittee wishes to have it transferred to another person, the transmittee must execute an instrument of transfer in respect of it
- (c) If the share is an uncertificated share and the transmittee wishes to have it transferred to another person, the transmittee must—
 - (i) procure that all appropriate instructions are given to effect the transfer, or

- (ii) procure that the uncertificated share is changed into certificated form and then execute an instrument of transfer in respect of it
- (d) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

74. Transmittees bound by prior notices

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members

75. Exceptions

Notwithstanding anything contained in these articles

- (a) any pre-emption rights conferred on existing members by any means shall not apply to,
- (b) the directors shall not decline to register, nor suspend registration of, and
- (c) these articles expressly permit,

any transfers of shares where such transfer is

- (i) in favour of any bank or financial institution (or any nominee or nominees of such bank or financial institution) to whom such shares are being transferred by way of security, or
- (ii) duly executed by any such bank or financial institution (or any such nominee or nominees) to whom such shares (including any further shares in the company acquired by reason of its holding of such shares) shall have been transferred as aforesaid, pursuant to the power of sale under such security,
- (iii) and a certificate by any official of such bank or financial institution that the shares are or are to be subject to such security and the transfer is executed in accordance with the provisions of this article shall be conclusive evidence of such facts

CONSOLIDATION OF SHARES

76. Procedure for disposing of fractions of shares

- (a) This article applies where—
 - (i) there has been a consolidation or division of shares, and
 - (ii) as a result, members are entitled to fractions of shares

- (b) The directors may—
 - (i) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,
 - (ii) in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - (iii) distribute the net proceeds of sale in due proportion among the holders of the shares
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- (d) The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DISTRIBUTIONS

77. Procedure for declaring dividends

- (a) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- (b) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors
- (c) No dividend may be declared or paid unless it is in accordance with members' respective rights
- (d) Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it
- (e) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (f) 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
- (g) If the directors act in good faith, they do not incur any liability to the holders of shares

conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

78. Calculation of dividends

- (a) Except as otherwise provided by the articles or the rights attached to shares, all dividends must be—
 - (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - (ii) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
- (c) For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

79. Payment of dividends and other distributions

- (a) 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—
 - (i) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (ii) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (iii) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
 - (iv) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- (b) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
 - (i) the holder of the share, or
 - (ii) if the share has two or more joint holders, whichever of them is named first in the register of members, or

- (iii) if the holder is no longer entitled to the share by reason of death or bankruptcy, or

otherwise by operation of law, the transmittee

80. Deductions from distributions in respect of sums owed to the company

(a) If—

- (i) a share is subject to the company's lien, and
- (ii) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice

(b) Money so deducted must be used to pay any of the sums payable in respect of that share

(c) The company must notify the distribution recipient in writing of—

- (i) the fact and amount of any such deduction,
- (ii) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and

(A) how the money deducted has been applied

81. No interest on distributions

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

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company

82. Unclaimed distributions

(a) All dividends or other sums which are—

- (i) payable in respect of shares, and
- (ii) unclaimed after having been declared or become payable,

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

- (b) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it
- (c) If—
 - (i) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (ii) the distribution recipient has not claimed it,the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company

83. Non-cash distributions

- (a) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)
- (b) If the shares in respect of which such a non-cash distribution is paid are uncertificated, any shares in the company which are issued as a non-cash distribution in respect of them must be uncertificated
- (c) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—
 - (i) fixing the value of any assets,
 - (ii) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
 - (iii) vesting any assets in trustees

84. Waiver of distributions

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

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

85. Authority to capitalise and appropriation of capitalised sums

- (a) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—
 - (i) 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
 - (ii) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions
- (b) Capitalised sums must be applied—
 - (i) on behalf of the persons entitled, and
 - (ii) in the same proportions as a dividend would have been distributed to them
- (c) 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
- (d) A capitalised sum which was appropriated from profits available for distribution may be applied—
 - (i) in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
 - (ii) 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
- (e) Subject to the articles the directors may—
 - (i) apply capitalised sums in accordance with paragraphs (c) and (d) partly in one way and partly in another,
 - (ii) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
 - (iii) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 5 MISCELLANEOUS PROVISIONS - COMMUNICATIONS

86. Means of communication to be used

- (a) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- (b) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- (c) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

87. Failure to notify contact details

If—

- (a) the company sends two consecutive documents to a member over a period of at least 12 months, and
- (b) each of those documents is returned undelivered, or the company receives notification that it has not been delivered,

that member ceases to be entitled to receive notices from the company

- (c) A member who has ceased to be entitled to receive notices from the company becomes entitled to receive such notices again by sending the company—
 - (i) a new address to be recorded in the register of members, or
 - (ii) if the member has agreed that the company should use a means of communication other than sending things to such an address, the information that the company needs to use that means of communication effectively

ADMINISTRATIVE ARRANGEMENTS

88. Company seals

- (a) Any common seal may only be used by the authority of the directors
- (b) The directors may decide by what means and in what form any common seal or securities seal is to be used
- (c) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

- (d) For the purposes of this article, an authorised person is—
 - (i) any director of the company,
 - (ii) the company secretary, or
 - (iii) any person authorised by the directors for the purpose of signing documents to which the common seal is applied
- (e) Unless otherwise decided by the directors
 - (i) certificates for shares, debentures or other securities of the company to which a seal is applied need not be signed, and
 - (ii) every other instrument to which a seal is applied shall be signed by at least one director
- (f) Certificates for shares, debentures or other securities of the company need not be sealed with the seal but may be signed on behalf of the company by at least one director or by such other person or persons as may be authorised by the directors for that purpose
- (g) If the company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors
- (h) If the company has a securities seal, it may only be affixed to securities by the company secretary or a person authorised to apply it to securities by the company secretary
- (i) For the purposes of the articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the directors in relation to that document or documents of a class to which it belongs

89. Notices

Any notice or other document may be served on or delivered to any member by the company either personally, or by sending it by post addressed to the member at his registered address or by facsimile, telegram, telex or email using contact details provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders

90. Time of Service

Any notice or other document, if sent by the company by post, shall be deemed to have been served or delivered forty-eight hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was

properly addressed, stamped and put in the post. Any notice or other document left by the company at a registered address otherwise than by post, or sent by fax or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent

91. Destruction of documents

- (a) The company is entitled to destroy—
 - (i) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration,
 - (ii) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded,
 - (iii) all share certificates which have been cancelled from one year after the date of the cancellation,
 - (iv) all paid dividend warrants and cheques from one year after the date of actual payment, and
 - (v) all proxy notices from one year after the end of the meeting to which the proxy notice relates
- (b) If the company destroys a document in good faith, in accordance with the articles, and

without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the company that—
 - (i) entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made,
 - (ii) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered,
 - (iii) any share certificate so destroyed was a valid and effective certificate duly and properly cancelled, and
 - (iv) any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the company
- (c) This article does not impose on the company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so
- (d) In this article, references to the destruction of any document include a reference to its being disposed of in any manner

92. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member

93. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

94. Power to Receive Uncalled Moneys

The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and remaining unpaid on any shares held by him

DIRECTORS' INDEMNITY AND INSURANCE

95. Indemnity

- (a) Subject to paragraph (b), a relevant director of the company or an associated company may be indemnified out of the company's assets against—
 - (i) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (ii) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (iii) any other liability incurred by that director as an officer of the company or an associated company
- (b) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law
- (c) In this article—
 - (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (ii) a "relevant director" means any director or former director of the company or an associated company

96. Insurance

- (a) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss
- (b) In this article—
 - (i) a “relevant director” means any director or former director of the company or an associated company,
 - (ii) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
 - (iii) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate