

Company Number 06879191

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

FENDIX MEDIA LIMITED

(the "Company")

**WRITTEN RESOLUTION OF THE SHAREHOLDERS
OF THE COMPANY**

10 June 2014

(the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the Directors of the Company proposes that the following resolution be passed as a special resolution

SPECIAL RESOLUTION

- 1 THAT the Company adopts new articles of association in the form attached to this written resolution and THAT they replace in their entirety the Company's existing articles of association

The undersigned, being the persons entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agree to the resolution indicated above

Signed


Stephen Thornton

Date

10 June 2014

Signed


Simon Feeney

Date

10 June 2014

Signed


Andrew Dixon

Date

10 June 2014

Signed



Amanda Legate

TUESDAY



A34 *A3H15NAY* #256
23/09/2014
COMPANIES HOUSE

Date 10 June 2014

Signed 
Bond Murray LLP

Date 10 June 2014

Signed 
Jonathan Beddoes

Date 10 June 2014

Signed
Edward Buckley

Date

Signed
Financial and General Holdings Limited

Date

Signed
Hugh Easterbrook

Date

Signed
Amanda Barshall-Cain

Date

NOTES

- 1 If you agree to the resolution please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand

If you do not agree to the resolution, you do not need to do anything You will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to a resolution, you may not revoke your agreement
- 3 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the resolution to pass, it will lapse If you agree to the resolution, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company Number 06879191

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
FENDIX MEDIA LIMITED**

**(AS AMENDED BY WRITTEN RESOLUTION
ON 10 June 2014)**

TABLE OF CONTENTS

PART 1 INTERPRETATION	3
PART 2 DIRECTORS	
DIRECTORS' POWERS AND RESPONSIBILITIES	
2 DIRECTORS' GENERAL AUTHORITY	5
3 SHAREHOLDERS' RESERVE POWER	5
4 DIRECTORS MAY DELEGATE	5
5 COMMITTEES	6
DECISION-MAKING BY DIRECTORS	
6 MEETINGS OF DIRECTORS	6
7 QUORUM FOR MEETINGS AND VOTING	6
8 MEETINGS BY CONFERENCE TELEPHONE ETC	6
9 RESOLUTIONS IN WRITING	6
10 CHAIRING OF DIRECTORS' MEETINGS	7
11 DIRECTORS' CONFLICTS OF INTEREST	7
12 DIRECTORS' INTEREST IN A CONTRACT WITH THE COMPANY	8
13 MEANS OF DISCLOSURE	8
14 CONNECTED PERSONS INTERESTS AND WAIVER	8
15 RECORDS OF DECISIONS TO BE KEPT	9
APPOINTMENT OF DIRECTORS	
16 METHODS OF APPOINTING DIRECTORS	9
17 TERMINATION OF DIRECTOR'S APPOINTMENT	9
18 DIRECTORS' REMUNERATION	9
19 DIRECTORS' EXPENSES	10
PART 4 DECISION-MAKING BY SHAREHOLDERS	
ORGANISATION OF GENERAL MEETINGS	
20 GENERAL MEETINGS	10
21 CALLING GENERAL MEETINGS	10
22 NOTICE OF GENERAL MEETINGS	10
23 ATTENDANCE BY CONFERENCE TELEPHONE ETC	11
24 QUORUM FOR GENERAL MEETINGS	11
25 CHAIRING GENERAL MEETINGS	11
26 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	11
27 ADJOURNMENT	11
VOTING AT GENERAL MEETINGS	
28 VOTING GENERAL	12
29 ERRORS AND DISPUTES	12
30 POLL VOTES	12
31 CONTENT OF PROXY NOTICES	13
32 DELIVERY OF PROXY NOTICES	13
33 AMENDMENTS TO RESOLUTIONS	13
PART 3 SHARES AND DISTRIBUTIONS	

SHARES

34	SHARE CAPITAL	14
35	VOTING	14
37	ALL SHARES TO BE FULLY PAID UP	15
38	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	15
39	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	15
40	SHARE CERTIFICATES	15
41	REPLACEMENT SHARE CERTIFICATES	15
42	ISSUE OF NEW SHARES	16
43	SHARE TRANSFERS	16
44	PRE-EMPTION PROVISIONS	17
45	PERMITTED TRANSFERS	18
46	FORCED TRANSFERS	18
47	SHARE SALE	19
48	OFFER FOR ENTIRE SHARE CAPITAL	19
49	PURCHASE OF SHARES FROM GOOD LEAVERS	20
50	CLASS RIGHTS	20

DIVIDENDS AND OTHER DISTRIBUTIONS

51	PROCEDURE FOR DECLARING DIVIDENDS	21
52	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	21
53	UNCLAIMED DISTRIBUTIONS	22
54	NON-CASH DISTRIBUTIONS	22
55	WAIVER OF DISTRIBUTIONS	22

CAPITALISATION OF PROFITS

56	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	22
----	---	----

PART 5

ADMINISTRATIVE ARRANGEMENTS

56	MEANS OF COMMUNICATION TO BE USED	23
57	COMPANY SEALS	23
58	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	24
59	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	24

DIRECTORS' INDEMNITY AND INSURANCE

60	INDEMNITY	24
61	INSURANCE	24

PART 1: INTERPRETATION

1

1 1 **DEFINED TERMS**

In the Articles, unless the context requires otherwise

“Act”

or any numbered section of it, means the Companies Act 2006 or such section as amended, restated or re-enacted from time to time,

“acting in concert”

has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

“Articles”

means the company's articles of association,

“available profits”

means the profits available for distribution within the meaning of part 23 of the Act,

“chairman”

has the meaning given in Article 10,

“chairman of the meeting”

has the meaning given in Article 25,

“Companies Acts”

means the Act and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the company,

“director”

means a director of the company,

“document” or “notice”

includes, unless otherwise specified, any document or notice sent or supplied by electronic communication,

“electronic communication”

means any document or information sent or supplied in electronic form within the meaning of section 1168 of the Act,

“EMI Scheme”

means any Enterprise Management Incentive scheme adopted by the company from time to time,

“EMI Shares”

means any shares acquired pursuant to an option granted under an EMI Scheme,

“fully paid”

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

“Good Leaver”

a person holding any shares by virtue of the exercise of an option pursuant to an EMI Scheme who ceases to be or is no longer a person who is an employee of the company or any of its 51% subsidiaries (as defined in s 1154 of the Corporation Tax Act 2010) by reason of

- (a) illness, injury or disability in each case, as a result of which the person is certified as being unable to work,
- (b) retirement,
- (c) the office or employment either being in a company which ceases to be a 51% subsidiary or relating to a business or part of a business which is transferred to a person who is not a group company,
- (d) death, or
- (e) any other circumstances determined in the absolute discretion of the board within 30 days of the date on which he so ceases to be an employee,

“group company”

means any holding company of a company or any subsidiary of such company,

“holder”

in relation to a share means the person whose name is entered in the register of members as the holder of that share,

“ordinary resolution”

has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution,

“preference dividend”

has the meaning given in Article 51 3,

“proxy notice”

has the meaning given in Article 31,

“secretary”

means the company secretary (if any) and includes any joint, assistant or deputy secretary,

“shareholder”

means a person who is the holder of a share,

“shares”

means shares in the company,

“share sale”

means the sale of any of the shares in the capital of the company (in one transaction or as a series of transactions) which will result in the purchaser of those shares and persons acting in concert with them together acquiring over 50% of the shares in the company or substantially all the business or assets of the company, except where following completion of the sale, the shareholders, their rights and the proportion of shares formerly held by each of them in the company are instead replicated in all material respects in the transferee company. No transfer of shares to a person who is a shareholder in the company at the date of adoption of these Articles or by a shareholder to their permitted transferee under Article 45 can amount to a share sale,

“special resolution”

has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution, and

“writing”

means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act

- 1 2 The model articles in Schedule One to The Companies (Model Articles) Regulations 2008 and any Table A to the Companies Act 1985 or any former enactment do not apply to the company
- 1 3 The Interpretation Act 1978 shall apply to these Articles in the same way it applies to an enactment

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

2 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

3 SHAREHOLDERS' RESERVE POWER

- 3 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 3 2 No such resolution invalidates anything which the directors have done before the passing of the resolution

4 DIRECTORS MAY DELEGATE

- 4 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles
 - 4 1 1 to such person or committee,
 - 4 1 2 by such means (including by power of attorney),
 - 4 1 3 to such an extent,
 - 4 1 4 in relation to such matters or territories, and

4 1 5 on such terms and conditions,
as they think fit

4 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

4 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

5 COMMITTEES

5 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors

5 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

6 MEETINGS OF DIRECTORS

6 1 Subject to the provisions of these Articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit

6 2 At any time any director may, and the secretary on the requisition of a director shall, summon a meeting of the directors

6 3 Any such notice shall specify where, when and how the meeting is to be held Any director may waive notice of any meeting and such waiver may be retrospective

7 QUORUM FOR MEETINGS AND VOTING

7 1 The quorum necessary for the transaction of business of the directors may be fixed from time to time by the directors and, unless so fixed at any other number or there is only one director, shall be two

7 2 A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors

7 3 Questions arising at any meeting of the directors shall be determined by a majority of votes In case of an equality of votes the chairman shall have a second or casting vote

8 MEETINGS BY CONFERENCE TELEPHONE ETC

8 1 All or any of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting

8 2 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly

8 3 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 then is

9 RESOLUTIONS IN WRITING

9 1 A resolution executed by the directors, or by the members of a committee constituted under these Articles, entitled to vote thereon, shall be as valid and effectual as if it had been passed at a meeting of the directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held

9 2 For the purposes of this Article 9

- 9 2 1 a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect,
- 9 2 2 a written instrument is executed when the person executing it signs it,
- 9 2 3 an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe,
- 9 2 4 the directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication,
- 9 2 5 a resolution shall be effective when the secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 9,
- 9 2 6 unless the holders of a majority of the shares or the directors have previously otherwise resolved, such a resolution need not be executed by all the directors entitled to vote thereon and can be passed by execution (indicating approval) by a majority of the directors so entitled and the chairman shall, in the case of equality of votes of all the directors so entitled, have a second or casting vote, and
- 9 2 7 if no secretary is appointed, the chairman shall perform the functions of the secretary under this Article 9

10 **CHAIRING OF DIRECTORS' MEETINGS**

- 10 1 The directors may appoint a director to chair their meetings
- 10 2 The person so appointed for the time being is known as the chairman
- 10 3 The directors may terminate the chairman's appointment at any time
- 10 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

11 **DIRECTORS' CONFLICTS OF INTEREST**

- 11 1 A director must declare to the other directors any situation of which he is aware in which he has, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the company unless it relates to a contract, transaction or arrangement with the company or the matter has been authorised by the directors or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest
- 11 2 The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law any conflict or potential conflict disclosed under Article 11 1 Provided that for this purpose the director in question and any other interested director are not counted in the quorum for any resolution at any board meeting pursuant to which such conflict or potential conflict is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted
- 11 3 A director shall not, by reason of his office, be accountable to the company for any benefit which he derives from any matter where the conflict or potential conflict has been authorised by the directors pursuant to Article 11 2 (subject in any such case to any limits or conditions to which such authorisation was subject)

12 DIRECTORS' INTEREST IN A CONTRACT WITH THE COMPANY

- 12 1 A director who becomes aware that he is in any way, directly or indirectly interested in a proposed or existing contract, transaction or arrangement with the company must declare the nature and extent of that interest to the other directors unless it cannot reasonably be regarded as likely to give rise to a conflict of interest
- 12 2 Save as herein provided or all the directors otherwise agree in writing, a director shall not vote in respect of any contract, transaction or arrangement with the company in which he has an interest which is to his knowledge a material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the company. A director shall not be counted in the quorum at the meeting in relation to any resolution on which he is debarred from voting
- 12 3 Subject to the provisions of the Act and always to the provisions of Article 11, a director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning
- 12 3 1 the giving of any security, guarantee or indemnity in respect of a debt or obligation of the company or any subsidiary for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
- 12 3 2 any arrangement for the benefit of directors or employees of the company or directors or employees of any subsidiary which does not award him any privilege or benefit not generally awarded to the other persons to whom such arrangement relates
- 12 4 If any question shall arise at any time as to the materiality of a director's interest or as to the entitlement of any director 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 (or if the director concerned is the chairman to the other directors at the meeting) and his or their ruling (as the case may be) shall be final and conclusive except in a case where the nature or extent of the interests of such director has not been fairly disclosed
- 12 5 Subject as otherwise provided in the Act or these Articles, a director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the company or any group company and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the company or any group company) under the company, any group company or any other company in which the company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the company or any group company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof

13 MEANS OF DISCLOSURE

An interest of a director to be disclosed under Articles 11 or 12 may be declared at a meeting of directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act

14 CONNECTED PERSONS INTERESTS AND WAIVER

- 14 1 For the purposes of Article 11 and 12 above an interest of a person who is, connected with a director (within the meaning of section 252 of the Act) shall be treated as an interest of the director
- 14 2 The company may by ordinary resolution suspend or relax the provisions of Article 12 to any extent or ratify any transaction not duly authorised by reason of a contravention of Article 12

15 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the directors

APPOINTMENT OF DIRECTORS

16 METHODS OF APPOINTING DIRECTORS

16 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

16 1 1 by ordinary resolution, or

16 1 2 by a decision of the directors, or

16 1 3 by notice or notices in writing to the company's registered office or secretary from the holder or holders of more than 50% of the shares in the company

16 2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director

16 3 For the purposes of Article 16 2 where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, the younger shareholder is deemed to have survived an older shareholder

17 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as

17 1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law, or

17 2 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, or

17 3 a resolution is passed or a document is signed by all the other directors to that effect, or

17 4 a notice or notices in writing to that effect is/are delivered to the company's registered office or secretary from the holder or holders of more than 50% of the shares in the company

18 DIRECTORS' REMUNERATION

18 1 Directors may undertake any services for the company that the directors decide

18 2 Directors are entitled to such remuneration as the directors determine

18 2 1 for their services to the company as directors, and

18 2 2 for any other service which they undertake for the company

18 3 Subject to the Articles, a director's remuneration may

18 3 1 take any form, and

18 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

18 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

- 18 5 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 any other group company or of any other body corporate in which the company is interested

19 DIRECTORS' EXPENSES

- 19 1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

19 1 1 meetings of directors or committees of directors,

19 1 2 general meetings, or

19 1 3 separate meetings of the holders of any class of shares or of debentures of the company,

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

- 19 2 The company may also fund a director's expenditure for the purposes permitted under the Act and may do anything to enable a director to avoid incurring such expenditure as provided in the Act

PART 3: DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

20 GENERAL MEETINGS

The directors may whenever they think fit convene a general meeting and shall, following requisition in accordance with the Act, proceed to convene a general meeting in accordance therewith

21 CALLING GENERAL MEETINGS

- 21 1 A general meeting of the company shall be called by notice of at least such length as is required in the circumstances by the Act

- 21 2 The company may give such notice by any means or combination of means permitted by the Act

- 21 3 A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 90 per cent in nominal value of the shares giving that right

22 NOTICE OF GENERAL MEETINGS

- 22 1 Every notice calling a general meeting shall specify the place and the day and hour of the meeting

- 22 2 There shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or (if he holds more than one share) proxies to attend, speak and vote instead of him and that a proxy need not be a member of the company

- 22 3 The text of each special resolution to be proposed at the general meeting shall be set out in the notice. Either the text of, or sufficient information to enable a shareholder to understand the purpose of, each ordinary resolution shall be set out in the notice

23 ATTENDANCE BY CONFERENCE TELEPHONE ETC.

23 1 All or any of the shareholders or persons permitted to attend under Article 26 may participate in the meeting by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting

23 2 A shareholder so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in the quorum accordingly

24 QUORUM FOR GENERAL MEETINGS

The provisions of section 318 of the Act shall apply 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

25 CHAIRING GENERAL MEETINGS

25 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

25 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

25 2 1 the directors present, or

25 2 2 (if no directors are present), the meeting,

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

25 3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting"

26 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

26 1 Directors may attend and speak at general meetings, whether or not they are shareholders

26 2 The chairman of the meeting may permit other persons who are not

26 2 1 shareholders of the company, or

26 2 2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

27 ADJOURNMENT

27 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present the chairman of the meeting must adjourn it

27 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

27 2 1 the meeting consents to an adjournment, or

27 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

27 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

- 27 4 When adjourning a general meeting, the chairman of the meeting must
- 27 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 27 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 27 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 27 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 27 5 2 containing the same information which such notice is required to contain
- 27 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

28 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

29 ERRORS AND DISPUTES

- 29 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 29 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

30 POLL VOTES

- 30 1 A poll on a resolution may be demanded
- 30 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 30 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 30 2 A poll may be demanded by
- 30 2 1 the chairman of the meeting,
 - 30 2 2 the directors,
 - 30 2 3 two or more persons having the right to vote on the resolution, or
 - 30 2 4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution
- 30 3 A demand for a poll may be withdrawn if
- 30 3 1 the poll has not yet been taken, and
 - 30 3 2 the chairman of the meeting consents to the withdrawal
- 30 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

31 CONTENT OF PROXY NOTICES

- 31 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- 31 1 1 states the name and address of the shareholder appointing the proxy,
 - 31 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
 - 31 1 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - 31 1 4 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
- 31 2 The company may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes
- 31 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 31 4 Unless a proxy notice indicates otherwise, it must be treated as
- 31 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 31 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

32 DELIVERY OF PROXY NOTICES

- 32 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 32 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 32 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 32 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

33 AMENDMENTS TO RESOLUTIONS

- 33 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 33 1 1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 33 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 33 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

- 33 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 33 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 33 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 4: SHARES AND DISTRIBUTIONS

SHARES

34 SHARE CAPITAL

- 34 1 The company's shares are ordinary shares of £0 001 each and preferred ordinary shares of £10 00 each and are unlimited in number
- 34 2 The ordinary shares and the preferred ordinary shares shall constitute separate classes of share and, save as expressly provided in these Articles, shall rank pari passu in all respects
- 34 3 Unless the shareholders have by special resolution otherwise resolved, all powers of the company to grant rights to subscribe for or to convert any security into shares are excluded
- 34 4 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

35 VOTING

- 35 1 The holders of the ordinary shares shall be entitled to receive notice of, attend and vote at all general meetings of the company
- 35 2 The holders of the preferred ordinary shares shall be entitled to receive notice of, attend and vote at all general meetings of the company
- 35 3 The holders of ordinary shares and the holders of the preferred ordinary shares shall vote as one class

36 RETURN OF CAPITAL

- 36 1 On a share sale or a return of capital or any other capital distribution, the net proceeds on the share sale, or the assets of the company remaining after the payment of its liabilities on the return of capital or any other capital distribution, shall be applied as follows
 - 36 1 1 firstly in paying to the holders of the preferred ordinary shares an amount equal to the capital paid up or credited as paid up on each preferred ordinary share (together with a sum equal to any arrears on accruals of the preference dividend) and, if there is a shortfall of assets remaining to satisfy the entitlements of holders of the preferred ordinary shares in full, the proceeds shall be distributed to the holders of the preference in proportion to the amounts due to each share held,
 - 36 1 2 secondly in paying to the holders of the preferred ordinary shares an amount equal to 10% of the total net assets or proceeds received after deduction of any payments made under Article 36 1 1, pro rata in accordance with the number of preferred ordinary shares held, and
 - 36 1 3 thirdly the balance of such assets or proceeds shall be distributed amongst the holders of the ordinary shares (but excluding, for the avoidance of doubt, the holders of the preferred ordinary shares), pro rata in accordance with the number of ordinary shares held

36 2 The shareholders hereby authorise the directors to make appropriate arrangements on a share sale to ensure the proceeds are distributed in accordance with this Article 36

36 3 If there is a dispute as to the calculation of the net sale proceeds under Article 36 1 or as to whether or not there has been a share sale then it shall be resolved by the company's auditors (acting as experts and whose costs shall be borne by the company) whose determination shall, in the absence of manifest error, be binding on the parties

37 **ALL SHARES TO BE FULLY PAID UP**

37 1 Unless the company otherwise resolves by special resolution, no share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

37 2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

38 **POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

38 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

38 2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

39 **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

40 **SHARE CERTIFICATES**

40 1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

40 2 Every certificate must specify

40 2 1 in respect of how many shares, of what class, it is issued,

40 2 2 the nominal value of those shares,

40 2 3 whether the shares are fully paid, and

40 2 4 any distinguishing numbers assigned to them

40 3 No one certificate may be issued in respect of shares of more than one class

40 4 If more than one person holds a share, only one certificate may be issued in respect of it

40 5 Certificates must

40 5 1 have affixed to them the company's common seal, or

40 5 2 be otherwise executed in accordance with the Companies Acts

41 **REPLACEMENT SHARE CERTIFICATES**

41 1 If a certificate issued in respect of a shareholder's shares is

41 1 1 damaged or defaced, or

41 1 2 said to be lost, stolen or destroyed,

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

41 2 A shareholder exercising the right to be issued with such a replacement certificate

41 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

41 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and

41 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

42 **ISSUE OF NEW SHARES**

42 1 Unless the shareholders have either in respect of any particular offer of shares or generally by special resolution otherwise resolved, the directors may exercise the company's power to allot shares (whether for cash or otherwise), subject to Articles 42 2 to 42 5 below

42 2 Unless otherwise resolved by special resolution, any shares (of whichever class) hereafter issued shall before issue be offered for subscription in the first instance to the existing holders of ordinary shares and preferred ordinary shares in proportion as nearly as the circumstances will admit to the number of ordinary shares and preferred ordinary shares then held by each of them respectively. At the expiration of the time limit specified by such offer for the acceptance of such shares the balances of any shares offered to the holders of ordinary shares and preferred ordinary shares but not so accepted shall be offered for subscription to those holders of ordinary shares and preferred ordinary shares who have accepted all the shares to which they are respectively entitled and who shall, if more than one, be entitled to subscribe for such balances of shares in the proportion as nearly as the circumstances will admit to the aggregate number of the ordinary shares and preferred ordinary shares then held by each of them respectively

42 3 Any such offer as aforesaid shall be made by notice in writing specifying the number of shares and the price at which the same are offered and limiting the time (not being less than twenty-eight days unless the member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined

42 4 The directors may dispose of any new shares not disposed of pursuant to the foregoing provisions in such manner as they think most beneficial to the company, the directors may likewise so dispose of any shares which (by reason of the ratio which the shares bear to ordinary shares and preferred ordinary shares held by persons entitled to an offer of shares) cannot, in the opinion of the directors, be conveniently offered under this sub-article. But any disposal shall not be at a price which is lower than the price at which the existing holders of ordinary shares and preferred ordinary shares shall have been invited to subscribe for such shares

42 5 In accordance with section 567(i) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of securities (as defined by section 560 (1)) made by the company

43 **SHARE TRANSFERS**

43 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

43 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

- 43 3 The company may retain any instrument of transfer which is registered
- 43 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 43 5 Unless all the shareholders otherwise agree in writing, the directors may only register the transfer of a share in accordance with Article 44 to 49 below
- 44 **PRE-EMPTION PROVISIONS**
- 44 1 If a shareholder wishes to transfer shares (a "seller") he must serve notice on the directors (a "transfer notice") specifying the number of shares he wishes to transfer (the "sale shares"), details of the proposed transferee (if any) and whether he is willing to sell some only of these shares. If he holds more than one class of share, he must serve a separate notice for each class. Once a transfer notice is served, the seller cannot withdraw it other than in the circumstances described in Article 44 6 below
- 44 2 If the directors and the seller agree a price then the directors must procure that they are offered to the other shareholders (as if the ordinary shares and preferred ordinary shares constituted one class) either immediately on agreeing the price or at the end of the 28 day period available to the company to make the purchase
- 44 3 If the sale shares are offered to the other shareholders they must be offered to them in proportion to their existing holdings and if a shareholder does not wish to buy all of the shares offered to him then any balance(s) must be offered proportionately to the holdings to those who do. The directors have 28 days to carry out this offer process and obtain commitments to buy from shareholders. At the end of it, the seller must sell the sale shares to those who have committed to buy, unless he stated in the transfer notice that he was only willing to sell all the sale shares and he only has commitments for some of them
- 44 4 If the seller and the directors cannot agree a price within 14 days of the transfer notice then either the directors or the seller may refer the matter of the price to an independent expert (which can be the auditors) whose identity and terms of appointment shall either be agreed between the seller and the directors or, if the identity and/or terms of appointment are not agreed on within the 14 day period, as nominated and/or decided (as the case may require) by the President for the time being of the Institute of Chartered Accountants in England and Wales following a referral from either the seller or the directors
- 44 5 The expert shall act as an expert, their decision shall be final and binding and their costs shall, subject as provided below, be borne as they determine. The expert shall value the shares on an open market basis between a willing buyer and seller with no discount or enhancement for the proportion the sale shares bear to the total share capital of the company. The directors and the seller shall provide the expert on request with such information as is available to them to enable the expert to value the shares and the directors and the seller shall take all other steps as are reasonably available to them to enable the expert to carry out his duties under this Article
- 44 6 The seller must, within 7 days from receipt of the expert's determination, by notice to the directors either accept the price so determined (at which point the price for the sale shares is agreed) or reject it (whereupon the sale process shall be at an end and the seller shall be responsible for all the expert's costs)
- 44 7 If the company or the existing shareholders have not committed to buy all the sale shares under Article 44 2 or Article 44 3 above, then the seller may transfer the balance or, if the seller stated in the original notice that he was only willing to sell all the shares and the directors only have commitments for some of them from existing shareholders, all the sale shares to a third party for a price not less than the agreed price during a subsequent 90 day period. The directors may require to be satisfied that the sale shares are transferred pursuant to a bona fide third party offer without any deduction, rebate or allowance whatsoever and if they are not so satisfied they may refuse to register the transfer

44 8 The directors must register a transfer properly effected in accordance with the provisions of this Article and if the seller fails to execute any purchase contract with the company or share transfer necessary to implement the provisions of this Article 44, then the directors may authorise the company secretary or some other person to execute such document and receive any consideration monies due in trust for the seller and their receipt shall be a good discharge to the company or any other purchaser

45 PERMITTED TRANSFERS

45 1 Article 44 will not apply to a transfer by an individual shareholder to

45 1 1 a family member (being a husband or wife or widow or widower or sibling of that shareholder and all their and the transferor's lineal descendents and ascendants), or

45 1 2 trustees of a trust in which only the individual shareholder and/or family members are beneficiaries or potential beneficiaries and from such trustees to the beneficiaries of the trust or to new trustees of the trust,

and the directors shall forthwith register such transfer

45 2 Article 44 will not apply to a transfer by a corporate shareholder to its group company and the directors shall forthwith register such transfer

45 3 Article 44 will not apply to a transfer by an LLP shareholder to any of its members or siblings of its members and the directors shall forthwith register such transfer

46 FORCED TRANSFERS

46 1 Where as a result of death, insolvency, the operation of law or otherwise the directors reasonably believe that a person has become entitled to a legal or beneficial interest in a share or shares that they did not have at the date of adoption of these Articles, otherwise than as a result of a transfer effected or permitted under Article 44 or Article 45 or a subsequent allotment to them of such share or shares, then the directors may serve notice on such person requiring them to relinquish or transfer such interest to the person from whom such interest was derived or to a person to whom that person could transfer such share or shares under Article 45. If no such disposition takes place within the period reasonably specified in the circumstances by the directors in the notice (such period not exceeding six months) then, unless the directors otherwise agree, a notice under Article 44 will be deemed to have been served in respect of such share or shares, accepting whatever price shall be determined by an independent expert selected by the directors and with no right of transfer to a third party

46 2 In the event that following a transfer or transfers permitted under Article 45 2, a transferee company holding the shares or any of them ceases to be a group company with the original corporate shareholder then the directors may serve notice on such company under Article 46 1

46 3 If any employee or a director of the company (where, in the case of the director, on allotment of shares to the director the company states that this Articles 46 3 shall apply) who holds shares or would do but for the operation of Article 45 1 ceases for any cause (other than death, permanent incapacity or having reached normal retirement age) to be a director or employee without remaining or becoming a director or employee of the company or any other of its group companies, then unless the directors otherwise agree a notice will be deemed to have been served on such person (and any other person who has received shares pursuant to Article 45 1) in accordance with the last sentence of Article 46 1 in respect of any shares allotted to them after the date of adoption of these Articles

46 4 The directors may at any time require any person who appears to them to hold an interest in shares or is named as a proposed transferee to provide them with information to enable them to satisfy themselves that the provisions of these Articles are being complied with. If such information is not provided to the satisfaction of the directors within any reasonable time stated

by them then they shall be entitled to refuse to register any related transfer or serve a notice under Article 46 1

47 SHARE SALE

47 1 No transfer of any ordinary shares or preferred ordinary shares in connection with a share sale shall be made or registered unless not less than 21 days before the transfer is lodged for registration the proposed transferee or his nominee has offered to purchase all of the other ordinary shares and preferred ordinary shares in the capital of the company at the specified price as hereinafter defined and otherwise on no more onerous terms, such offer to remain open for acceptance for not less than 21 days

47 2 For the purpose of this Article 47 -

47 2 1 "the specified price" shall mean such price as would result from the total consideration being divided between the ordinary shareholders and preferred ordinary shareholders as if this was an offer for the entire issued share capital pursuant to Article 48 based on the offered price per share (together with a cash amount equal to the relevant proportion of any other consideration (in cash or otherwise) which having regard to the substance of the transaction as a whole should reasonably be regarded as an addition to the price paid or payable for such shares),

47 2 2 in the event of disagreement about the calculation of the specified price the provisions of Article 36 3 shall mutatis mutandis apply

47 2 3 this Article 47 is subject to Article 48

48 OFFER FOR ENTIRE SHARE CAPITAL

48 1 Should any bona fide offer or proposal to purchase the whole issued share capital of the company for cash or with a cash equivalent made by an independent third party ("the offeror") (including for the avoidance of doubt an offer or proposal relating to a purchase intended to be effected by private contract as well as one made by way of a general offer) which is open for acceptance by all the shareholders on the basis that each shall receive a proportion of the consideration payable in respect of his shares so that the distribution between shareholders is in accordance with the provisions of Article 36 and otherwise on identical terms be approved by the holders of at least 70% of the ordinary share holders and the preferred ordinary shareholders (acting as one class) either at a general meeting convened in accordance with the provisions of these Articles or by written resolution, every shareholder shall become bound to transfer all his shares to the offeror or its nominee for the consideration specified in the offer and upon such other terms as may be specified therein unless those shareholders who have voted against such resolution (the "purchasers") offer within seven days of the date of the meeting (or the written resolution) as the case may require to match the approved price in cash and are ready to complete the purchase of all shares held by the other shareholders (any such purchase to be effected unless otherwise agreed, pro-rata amongst the purchasers in accordance with their current shareholdings) within 28 days of the passing of such resolution, in which case the other shareholders shall be bound to transfer their shares to the purchasers against receipt of the consideration due

48 2 If any shareholder shall fail to transfer all his shares as aforesaid the directors may authorise the secretary or some other person to execute any necessary transfer or other documents. The purchase money or other consideration shall be received by the company or by such person authorised by the members approving the offer as aforesaid who shall hold the same in trust for the members concerned. The receipt of the company or such authorised person for the purchase money or other consideration shall be a good discharge to the offeror or the purchasers (as the case may be) or its or their nominee

48 3 Upon a shareholder becoming bound as aforesaid he shall cease to be entitled to the rights of pre-emption in relation to share transfers contained in these Articles. For the avoidance of doubt no separate class meetings shall be required for the approval of any offer or proposal

pursuant to this Article 48

- 48 4 No shareholder shall become bound to accept such offer as is mentioned in Article 48 1 unless there is circulated to all members with the notice convening the meeting at which the resolution approving the offer is to be proposed or the written resolution (as the case may require) a statement setting out the terms of the offer together with copies of all documents required to be executed by acceptors of the offer and at least 14 days' notice of the holding of such meeting shall be given. For the purposes of Article 48 1 an offer may include one which is still subject to contract or in some way conditional provided that this is stated in the aforesaid statement but no shareholder shall become bound by the offer until such time as the offeror shall have become bound by its offer

49 **PURCHASE OF SHARES FROM GOOD LEAVERS**

- 49 1 Where a shareholder is a Good Leaver (the "**EMI Shareholder**") then, the Company (or its nominee) shall be entitled to purchase the EMI Shares from the EMI Shareholder at market value
- 49 2 Where the company intends to exercise its right pursuant to Article 49 1 it shall give a notice (the "**Purchase Notice**") in writing to the EMI Shareholder setting out the number of EMI Shares it intends to acquire, the identity of the acquiring party if a nominee is to acquire the EMI Shares, the proposed date of acquisition and the company's assessment of the market value of those EMI Shares to be acquired
- 49 3 The EMI Shareholder shall have 10 business days to notify the company if it does not accept the market value in the Purchase Notice. If the EMI Shareholder does not respond, they shall be deemed to have accepted the market value as set out in the Purchase Notice. If the EMI Shareholder does not accept the market value, the EMI Shareholder and the company shall use reasonable endeavours to try to agree the market value within 5 business days of the date upon which the EMI Shareholder notifies the company that the market value is not accepted. If the parties cannot come to an agreement within the period the market value shall be calculated in accordance with Articles 44 4 and 44 5
- 49 4 Within 20 business days of determination of the market value, the EMI Shareholder shall deliver to the company their original share certificate in respect of the EMI Shares (or a suitable indemnity in lieu thereof) and the company (or its nominee) shall pay the EMI Shareholder the market value for the EMI Shares
- 49 5 If the EMI Shareholder shall fail to deliver the share certificates (or suitable indemnity) for the EMI Shares to the company upon the expiration of the relevant 20 business day period, the board shall authorise any director to transfer the EMI Shares on the EMI Shareholders' behalf to the company (or its nominee(s)) to the extent the company has, at the expiration of that 20 business day period, the funds to pay the consideration for the EMI Shares. The board shall then authorise registration of the transfer once appropriate stamp duty (if any) has been paid. The EMI Shareholder shall surrender the share certificate for the EMI Shares (or provide a suitable indemnity) to the company and on surrender, the EMI Shareholder shall be entitled to and shall receive the amount due to them under this Article. Any funds held by the company to purchase the EMI Shares shall be held by the company at all times in trust for the EMI Shareholder

50 **CLASS RIGHTS**

- 50 1 Whenever the capital of the company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 75% of the issued shares of that class. The class rights shall not be deemed varied by an issue of shares in another class

DIVIDENDS AND OTHER DISTRIBUTIONS

51 PROCEDURE FOR DECLARING DIVIDENDS

- 51 1 Unless the shareholders by ordinary resolution otherwise resolve, the directors may declare and pay dividends in accordance with the provisions of these Articles
- 51 2 Any dividend resolved to be declared by the shareholders must not exceed the amount recommended by the directors
- 51 3 The profits of the company available for distribution shall be applied, firstly, in paying to the holders of the preferred ordinary shares a fixed preferential net cash dividend at the rate of 15% per annum of the amount paid up or credited as paid up on each preferred ordinary share ("preference dividend") accruing from the date of subscription for the preferred ordinary shares and payable as and when the directors (by majority decision) declare
- 51 4 No dividend shall be declared or paid to the holders of ordinary shares unless and until the preference dividend has been paid in full in respect of that financial year and in respect of all previous financial years of the company but subject thereto the profits which the company may determine to distribute in respect of any financial year shall be applied in distributing the balance of such profits amongst the holders of the ordinary shares and the preferred ordinary shares (pari passu as if the same constituted one class of share)
- 51 5 Every dividend shall be distributed to the appropriate shareholders pro-rata according to the number of shares held by them respectively at the time or with respect to the date it is declared and shall accrue on a daily basis. If any due date for payment is not a business day the payment shall be due on the next following business day
- 51 6 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

52 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 52 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid or settled by one or more of the following means
- 52 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,
- 52 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- 52 1 3 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
- 52 1 4 any other means of payment or settlement as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- 52 2 In the Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable
- 52 2 1 the holder of the share, or
- 52 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or

52 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

53 UNCLAIMED DISTRIBUTIONS

53 1 All dividends or other sums which are

53 1 1 payable in respect of shares, and

53 1 2 unclaimed after having been declared or become payable,

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

53 2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it

53 3 If

53 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

53 3 2 the distribution recipient has not claimed it,

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

54 NON-CASH DISTRIBUTIONS

54 1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

54 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

54 2 1 fixing the value of any assets,

54 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

54 2 3 vesting any assets in trustees

55 WAIVER OF DISTRIBUTIONS

55 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if

55 1 1 the share has more than one holder, or

55 1 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

56 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

56 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution

- 56 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
- 56 1 2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions
- 56 2 Capitalised sums must be applied
 - 56 2 1 on behalf of the persons entitled, and
 - 56 2 2 in the same proportions as a dividend would have been distributed to them
- 56 3 Any capitalised sum may be applied in paying up new shares (or unpaid amounts on existing 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
- 56 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
- 56 5 Subject to the Articles the directors may
 - 56 5 1 apply capitalised sums in accordance with 56 3 and 56 4 partly in one way and partly in another,
 - 56 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
 - 56 5 3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

PART 5: ADMINISTRATIVE ARRANGEMENTS

57 MEANS OF COMMUNICATION TO BE USED

- 57 1 Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which Act 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
- 57 2 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
- 57 3 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

58 COMPANY SEALS

- 58 1 Any common seal may only be used by the authority of the directors
- 58 2 The directors may decide by what means and in what form any common seal is to be used
- 58 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

58 4 For the purposes of this Article, an authorised person is

58 4 1 any director of the company,

58 4 2 the company secretary (if any), or

58 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

59 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

60 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

61 INDEMNITY

61 1 Subject to paragraph 61 2 a relevant director of the company or an associated company may be indemnified out of the company's assets against

61 1 1 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,

61 1 2 any liability incurred by that director in connection with the activities of the company or an associated company in his capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and

61 1 3 any other liability incurred by that director as an officer of the company or an associated company

61 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

61 3 In this Article

61 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

61 3 2 a "relevant director" means any director or former director of the company or an associated company

62 INSURANCE

62 1 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

62 2 In this Article

62 2 1 a "relevant director" means any director or former director of the company or an associated company,

- 62 2 2 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
- 62 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate