

Company No. SC100764

Articles of Association of Stagecoach Group Limited

Incorporated 4 September 1986
Adopted by special resolution passed on 19 January 2024

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

STAGECOACH GROUP LIMITED

Adopted by special resolution passed on 19 January 2024

1. PRELIMINARY

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("**Model Articles**") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. INTERPRETATION

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

" these Articles "	these articles of association as amended from time to time
" Auditors "	the auditors to the Group for the time being
" Bank "	any third party lender or syndicate of lenders providing debt to any Group Company from time to time together with any agent or trustee (howsoever described) acting on their behalf
" Board "	the board of directors of the Company (or any duly authorised committee thereof) from time to time
" CA 2006 "	the Companies Act 2006 (as amended from time to time)
" Chair "	has the meaning given to it in Article 11.8
" electronic means "	has the meaning given in section 1168 of the CA 2006
" eligible directors "	has the meaning given in Model Article 8(3)
" Facility Agreement "	with Majority Shareholder Consent: (i) any agreement entered into between, amongst others, any Group Company and a Bank pursuant to which a Bank makes available to the Group (or any member of the Group) debt facilities; and/or (ii) including issuance of any debt securities (including bonds) to third parties for the purposes of raising debt financing as the same may be amended, supplemented, varied, replaced or refinanced from time to time
" Facility Documents "	the Facility Agreement and all documents to be entered into pursuant to the terms of that Facility Agreement including associated security and/or guarantee documents and ancillary documents including any intercreditor agreement, prospectus or

	other issuing document referred to therein, in each case as amended or replaced from time to time
"Group"	Topco and its subsidiaries from time to time (including the Company) and "member of the Group" and "Group Company" is to be construed accordingly
"Initial Investor"	PEIF III Luxco Two S.à r.l., a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B 240.645 whose registered office is at 8, rue Lou Hemmer, L-1748 Senningerberg, Grand Duchy of Luxembourg
"Investor Director"	a director appointed pursuant to Article 11.1
"Majority Shareholder"	a shareholder or shareholders together holding a majority of the voting rights in the Company (within the meaning of section 1159(1) of and paragraph (2) of Schedule 6 to the CA 2006)
"Majority Shareholder Consent"	the consent in writing of the Majority Shareholder
"Observer"	the meaning given to it in Article 11.2
"Statutes"	the Companies Acts as defined in section 2 of the CA 2006 and every other legislation, order, regulation or other subordinate legislation in force from time to time relating to companies and affecting the Company
"Subscription and Shareholders' Agreement"	any subscription and shareholders' agreement relating to Topco and the Company and made between Topco, the Company, the Managers, the Investors (each as defined therein) as the same may be amended, supplemented, varied or replaced from time to time
"Topco"	Inframobility UK Topco Limited (registered number 13919225)
"United Kingdom"	Great Britain and Northern Ireland

2.2 Unless the context otherwise requires:

- 2.2.1 words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company; and
- 2.2.2 subject to **Article 2.2.1**, references to any legislation or legislative provision include, unless the context otherwise requires, a reference to that legislation or legislative provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant legislation or legislative provision.

2.3 References to a **"subsidiary"** or **"holding company"** will have the meanings defined by section 1159 of the CA 2006 and:

- 2.3.1 for the purposes of section 1159(1) a company (the first company) will be treated as a member of another company if:
 - 2.3.1.1 any of its subsidiaries is a member of that other company; or

- 2.3.1.2 any shares in that other company are held by a person acting on behalf of the first company or any of its subsidiaries; or
 - 2.3.1.3 any shares in that other company are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares by the first company; and
 - 2.3.2 to the extent that the company in question is a limited liability partnership or company which has no share capital and does not conduct its business by general meeting the references to voting rights in sections 1159(1) (a) and (c) will mean the members' right to vote on all or substantially all matters which are decided by vote of the members of the limited liability partnership or company; and
 - 2.3.3 to the extent that the company in question is a limited liability partnership or company which has no directors the reference to the right to appoint or remove a majority of the board of directors in section 1159(b) will mean the right to appoint or remove the members holding a majority of the voting rights.
- 2.4 The term "**connected person**" will have the meaning attributed to it at the date of adoption of these Articles by sections 1122 and 1123 of the Corporation Tax Act 2010 and the words "**connected with**" will be construed accordingly, save that for these purposes:
 - 2.4.1 the term "company" (as defined in section 1123 of the Corporation Tax Act 2010) will include a limited liability partnership; and
 - 2.4.2 two or more persons will not be treated as connected solely by reason of acting together to secure or exercise control of the Company (within the meaning of section 1122(4) Corporation Tax Act 2010).
- 3. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**
 - 3.1 The general rule about decision-making by directors is that any decision of the directors must be either by a majority decision at a meeting or a decision taken in accordance with **Article 4** and Model Article 8 (as amended by these Articles).
 - 3.2 Model Article 7 shall not apply to the Company.
- 4. **UNANIMOUS DECISIONS OF DIRECTORS**
 - 4.1 A decision of the directors may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing provided that those eligible directors would have formed a quorum at a meeting of the Directors called to vote on such resolution. Once a director has indicated agreement it may not be revoked. Model Article 8(2) will not apply to the Company.
 - 4.2 A written resolution signed by an alternate director (or to which an alternate director otherwise indicates agreement in writing) need not also be signed by the appointor and, if it is signed by the appointor (or the appointor otherwise indicates agreement to it in writing), it need not be signed by the alternate director in that capacity.
- 5. **CALLING A DIRECTORS' MEETING**
 - 5.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
 - 5.2 Notice of any directors' meeting must indicate:
 - 5.2.1 its proposed date and time;
 - 5.2.2 where it is to take place; and

5.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should simultaneously communicate with each other during the meeting.

5.3 Notice of a directors' meeting must be given to each director but need not be in writing.

5.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven 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.

6. **REMOVAL OF DIRECTORS**

6.1 The office of any director will be vacated if:

6.1.1 (in the case of an executive director only) that person, for whatever reason, ceases to be employed by the Company or any other member of the Group and does not remain an employee of any other Group Company; or

6.1.2 (other than in the case of an Investor Director) all the other directors or the Initial Investor requests that person's resignation in writing,

and the provisions of Model Article 18 will be extended accordingly.

7. **PARTICIPATION IN DIRECTORS' MEETINGS**

7.1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

7.1.1 the meeting has been called and takes place in accordance with these Articles; and

7.1.2 they can each simultaneously communicate with and to the others participating in the meeting any information or opinions they have on any particular item of the business of the meeting.

7.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or, subject to **Article 7.1.2**, how they communicate with each other.

7.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

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

8. **QUORUM FOR DIRECTORS' MEETINGS**

8.1 The quorum for directors' meetings will throughout each meeting be two directors one of whom must, subject to **Article 8.2**, be an Investor Director (if one has been appointed). If no Investor Director has been appointed (unless the Initial Investor has otherwise provided its consent to such meeting being held with no Investor Director appointed or present), no business may be transacted at a directors' meeting other than as necessary to appoint an Investor Director pursuant to these Articles.

8.2 Without prejudice to the obligation of a director to disclose any interest in accordance with these Articles, a director may vote at any Directors' meeting or of a committee of Directors on any resolution concerning a matter in relation to which the relevant director has, directly or indirectly, an interest or duty, subject always to **Article 9** and the terms on which any authorisation is given. Subject to the foregoing, the relevant director will be counted in the quorum present at a meeting when any such resolution is under consideration and if the director votes, it will be counted.

- 8.3 Subject to **Article 8.5**, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any director other than the Chair is to be final and conclusive.
- 8.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or part of the meeting) for voting or quorum purposes.
- 8.5 In relation to any meeting of the directors to consider whether to authorise a conflict of interest of an Investor Director:
- 8.5.1 it will not be necessary for the relevant Investor Director to be present in person or by proxy in order to constitute a quorum;
 - 8.5.2 the meeting will not deal with any other business other than that of the consideration of the conflict of interest of the relevant Investor Director; and
 - 8.5.3 the quorum for such meeting will be one and Model Article 11(2) is varied accordingly.
- 8.6 Without prejudice to **Article 8.5**, if, and as a consequence of section 175(6) of the CA 2006, a director cannot vote or be counted in the quorum at a meeting of the directors the following apply:
- 8.6.1 if the eligible directors participating in the meeting do not constitute a quorum, then the quorum for the purposes of the meeting will be one which must be, other than a meeting pursuant to **Article 8.5**, an Investor Director (if one has been appointed) and **Article 8.1** is varied accordingly; and
 - 8.6.2 if, notwithstanding **Article 8.6.1**, the eligible directors participating in the meeting still do not constitute a quorum, then the meeting must be adjourned to enable the holders to authorise any situation in which a director has a conflict of interest.
9. **DIRECTORS' INTERESTS**
- 9.1 Subject to these Articles and the CA 2006, the disclosure by the relevant director of the nature and extent of any interest and in the case of directors other than the Investor Director, obtaining Majority Shareholder Consent, a director, including the Investor Director (regardless of office):
- 9.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 9.1.2 may hold any other office or employment with the Company (other than the office of Auditor);
 - 9.1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested;
 - 9.1.4 may, or any firm or company of which the director is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as Auditor); and
 - 9.1.5 will not be accountable to the Company for any benefit which the director receives or profits made as a result of anything permitted by **Articles 9.1.1** to 9.1.4 and no such transaction or arrangement will be liable to be avoided on the ground of any such interest or benefit.
- 9.2 For the purposes of **Article 9.1**:

- 9.2.1 a general notice to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested will be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 9.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect the relevant director to have knowledge will not be treated as an interest; and
- 9.2.3 an interest of a person who is for any purpose of the Statutes connected with a director will be treated as an interest of the director and in relation to an alternate director an interest of the appointor will be treated as an interest of the alternate director.
- 9.3 Model Articles 14(1), 14(2) and 14(5) will not apply to the Company.

10. **AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST**

- 10.1 Any approval of a conflict of interest (other than a conflict of interest of the Investor Director or the Chair) pursuant to **Article 9** will, in addition to board authorisation pursuant to section 175 of the CA 2006, be subject to obtaining Majority Shareholder Consent who may specify that certain conditions be attached to such authorisation. Any such board authorisation pursuant to section 175 of the CA 2006 which is given without obtaining Majority Shareholder Consent or without such conditions attaching to the authorisation as specified by the Initial Investor will be ineffective.
- 10.2 Any conflict of interest of the Investor Director or the Chair may be authorised either by way of authorisation of the Board as set out at section 175 of the CA 2006 or by way of resolution of the holders. Any refusal of the Board to authorise such conflict of interest will not in any way affect the validity of a resolution of the holders to authorise such conflict of interest.
- 10.3 An Investor Director will not be in breach of his duty under sections 172, 173 and 175 of the CA 2006 or the authorisation given by this **Article 10** by reason only of receiving confidential information from a third party relating to a conflict of interest which has been authorised by this **Article 10** and either failing to disclose it to the directors or failing to use it in relation to the Company's affairs.

11. **INVESTOR DIRECTORS, DIRECTORS, CHAIR AND OBSERVERS**

- 11.1 The Initial Investor may from time to time appoint one or more persons to be a director with the title of investor director (each an "**Investor Director**" which expression will, where the context so permits, include a duly appointed alternate of such a director and, for the purposes of these Articles, where more than one is appointed, references to "Investor Director" shall be deemed to be a reference to any of the Investor Directors appointed at the relevant time) and from time to time remove any Investor Director from office.
- 11.2 Notwithstanding **Article 11.1**, the Initial Investor will be entitled by written notice to the Company to appoint any number of person(s) to be observer(s) (an "**Observer**") and to remove and replace any such person(s) as Observer(s). The Observer(s) will have the right to attend, be present and speak (but not vote) at any meetings of the Board (either in person or by telephone or by any other means as the Directors are entitled to participate at such meetings).
- 11.3 The Observer will have the right to receive notices and minutes of all Board meetings (as and all material distributed to the Board) in the same manner and to the same extent as the Directors.
- 11.4 Any appointment or removal of an Investor Director will be in writing served on the Company signed by the Initial Investor and will take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.

- 11.5 Notice of meetings of the Board will be served on any Investor Director who is absent from the United Kingdom at the address for service of notice on the Initial Investor which appointed the Investor Director under the Subscription and Shareholders' Agreement.
- 11.6 Upon written request by the Initial Investor the Company will procure that any Investor Director is immediately appointed as a director of any other member of the Group, to any committee of the Board or the board of any member of the Group.
- 11.7 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights against any director or person connected with any such director (excluding an Investor Director), any such decision will be within the exclusive power of the Investor Directors (to the exclusion of the other directors but after consultation with the majority of them) who will have (without limitation) exclusive authority in relation to the conduct of any proceedings of whatever nature arising in connection with any such rights and no other director will have the power to settle or compromise any such claim.
- 11.8 The Initial Investor may from time to time, in addition to an Investor Director, appoint any person to be a director and the chair of the Board (the "**Chair**") and remove from the office of Chair and director a person so appointed. **Article 11.4** will apply to any such appointment or removal mutatis mutandis. Model Article 12 will be modified accordingly. The fee payable to the Chair will be at such rate agreed between the Board and the Chair and, in the absence of agreement, will be determined by the Investor Directors. For the avoidance of doubt, the Chair shall not have a casting vote.
- 11.9 The Initial Investor may from time to time, in addition to any Investor Director or Chair, appoint and other person (including executives or other senior employees of the Group) to be a director of the Board (such director not being designated an Investor Director or Chair) and from time to time remove that director from office. **Article 11.4** will apply to any such appointment or removal mutatis mutandis. Model Article 12 will be modified accordingly.
- 11.10 Decisions of the directors (at a directors' meeting or otherwise) shall, subject to the remainder of this **Article 11.10**, be decided by simple majority and each eligible director shall have one vote, SAVE THAT at all times at least one Investor Director present must vote in favour for such directors' resolution to be approved.
12. **CASTING VOTE**
- 12.1 Reference in Model Article 13(1) to "chairman or other director chairing the meeting" will be construed as a reference to the "Investor Director" for so long as one is appointed.
- 12.2 Reference in Model Article 13(2) to "chairman or other director" will be construed as a reference to the "Investor Director" for so long as one is appointed.
13. **ALTERNATE DIRECTORS**
- 13.1 **Appointment and removal of alternates**
- 13.1.1 Any director (the "**appointor**") may appoint as an alternate director any other director, or, with Majority Shareholder Consent, any other person, to:
- 13.1.1.1 exercise that director's powers; and
- 13.1.1.2 carry out that director's responsibilities,
- in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate director's appointor.
- 13.1.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 13.1.3 The notice must:
- 13.1.3.1 identify the proposed alternate director; and

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

13.2 **Rights and responsibilities of alternate directors**

- 13.2.1 An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate director's appointor.
- 13.2.2 An alternate director may act as an alternate director for more than one appointor.
- 13.2.3 Unless specified otherwise in these Articles, alternate directors:
 - 13.2.3.1 are deemed for all purposes to be directors;
 - 13.2.3.2 are liable for their own acts and omissions;
 - 13.2.3.3 are subject to the same restrictions as their appointors; and
 - 13.2.3.4 are not deemed to be agents of or for their appointors,and, each alternate director will be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which the appointor is a member.
- 13.2.4 A person who is an alternate director but not a director:
 - 13.2.4.1 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
 - 13.2.4.2 may participate in a unanimous decision of the directors (but only if the appointor is an eligible director in relation to that decision, but does not participate).No alternate director may be counted as more than one director for such purposes.
- 13.2.5 A director who is also an alternate director is entitled, in the absence of the appointor, to a separate vote on behalf of the appointor, in addition to that director's own vote on any decision of the directors (provided that the appointor is an eligible director in relation to that decision), but will not count as more than one director for the purposes of determining whether a quorum is present.
- 13.2.6 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 director's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

13.3 **Termination of alternate directorship**

An alternate director's appointment as alternate terminates:

- 13.3.1 when the alternate director's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 13.3.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to the alternate director's appointor, would result in the termination of the appointor's appointment as a director;
- 13.3.3 on the death of the alternate director's appointor; or
- 13.3.4 when the alternate director's appointor's appointment as a director terminates.

13.4 **Alternate directors' expenses**

Model Article 20 will be amended by the insertion of the words “(including alternate directors)” before the words “properly incur”.

14. **SHARES**

14.1 The directors are permitted to exercise the powers conferred upon them by section 550 of the CA 2006 with the written consent of the Majority Shareholder.

14.2 In accordance with section 567(1) and (2) of the CA 2006, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company.

14.3 Model Article 21 shall not apply to the Company.

14.4 The Company is authorised to purchase its own shares out of capital up to the annual limit in accordance with section 692 of the CA 2006.

15. **TRANSFER OF SHARES**

15.1 Model Article 26(5) shall be amended by the addition of the following words: “The directors may not refuse to register the transfer of a share made with the prior written approval of the Majority Shareholder. In any other case” before the words “the directors may refuse to register”.

15.2 Notwithstanding anything contained in these Articles or otherwise:

15.2.1 any pre-emption rights conferred on existing members or any other person by these Articles or otherwise and any other restriction on or conditions applicable to the transfer of shares contained in these Articles or otherwise shall not apply to; and

15.2.2 the directors shall not refuse to register, nor suspend registration of, any transfer of shares where such transfer is:

15.2.2.1 to a bank, lender, fund, financial institution or other person to which or to whom such shares are charged by way of security (whether as lender, agent, trustee or otherwise) (a “**Secured Institution**”);

15.2.2.2 executed by a Secured Institution or its nominee, pursuant to a power of sale or other power under any security document;

15.2.2.3 executed by a receiver or manager appointed by a Secured Institution pursuant to any security document; and/or

15.2.2.4 delivered to the Company for registration by a Secured Institution or its nominee or by a receiver or manager appointed by a Secured Institution.

15.3 Any present or future lien on shares howsoever arising which the Company has shall not apply in respect of any shares which have been charged by way of security to, or otherwise secured in favour of a Secured Institution or which are transferred in accordance with the provisions of this Article.

15.4 A certificate executed by the Secured Institution to which or whom such security interest has been or is being granted, certifying that the aforementioned shares are subject to such security shall be conclusive evidence of such a fact.

15.5 A certificate executed by the Secured Institution or its nominee or by a receiver or manager appointed by the Secured Institution, certifying that the aforesaid transfer has been executed in accordance with the provisions of this Article, shall be conclusive evidence of such fact.

15.6 For the purposes of this Article, “**person**” includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning

of section 1161(1) of the Companies Act 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing.

16. **TRANSMITTEES BOUND BY PRIOR NOTICES**

Model Article 29 shall be amended by the insertion of the words “, or the name of any person nominated under Model Article 27(2), “after the words “the transmittee’s name”.

17. **FACILITY DOCUMENTS**

The Company will not pay any dividend or redeem or purchase any of its shares if to do so would cause the Company to be in breach of any of the provisions of the Facility Documents or potentially in breach of any of the provisions of the Facility Documents.

18. **NOTICE OF GENERAL MEETINGS**

Every notice convening a general meeting shall:

18.1 comply with section 325(1) of the CA 2006 as to giving information to shareholders relating to their right to appoint proxies; and

18.2 be given in accordance with section 308 of the CA 2006, that is in hard copy form, electronic form or by means of a website.

19. **PROCEEDINGS AT GENERAL MEETINGS**

19.1 If a quorum is not present within half an hour of the time at which a general meeting is due to start or if, during a general meeting, a quorum ceases to be present the chair of the meeting must adjourn it.

19.2 When adjourning the general meeting the chair of the meeting must specify that the meeting is adjourned either:

19.2.1 to the same day, place and time the following week; or

19.2.2 to another day, place and time to be decided by the directors.

19.3 If a quorum is not present within half an hour of the time at which the adjourned meeting is due to start the shareholder or shareholders present in person or by proxy or by corporate representative and who are entitled to vote shall:

19.3.1 constitute a quorum; and

19.3.2 have power to decide on all matters which could have been transacted at the meeting which was adjourned.

19.4 Model Article 41 shall not apply to the Company.

20. **WRITTEN RESOLUTIONS**

20.1 A written resolution, proposed in accordance with section 288(3) of the CA 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

20.2 For the purposes of this **Article 20** “circulation date” is the date on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days.

21. **COMPANY COMMUNICATION PROVISIONS**

21.1 Where:

21.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom; and

21.1.2 the Company is able to show that it was properly addressed, prepaid and posted,

it is deemed to have been received by the intended recipient 24 hours after it was posted.

21.2 Where:

21.2.1 a document or information is sent or supplied by electronic means; and

21.2.2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent.

21.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient:

21.3.1 when the material was first made available on the website; or

21.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

21.4 Pursuant to section 1147(6) of the CA 2006, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 21.1, 21.2 and 21.3.**

22. **DIRECTORS' INDEMNITY**

22.1 Subject to, and so far as may be permitted by, the CA 2006 and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the CA 2006) against any liabilities incurred by that person in the execution and discharge of their duties or the exercise of powers or otherwise in relation to or in connection with their duties, powers or office, including any liability which may attach to that person in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by that person as a director, former director, alternate director, secretary or other officer of the Company or of any associated company and against any such liability incurred by that person in connection with the Company's activities as trustee of an occupational pension scheme as defined in section 235(6) of the CA 2006.

22.2 Subject to the CA 2006, the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, Auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the CA 2006) against any liability which may attach to that person in respect of any negligence, default, breach of duty or breach of trust in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by that person as a director, former director, alternate director, Auditor, secretary or other officer of the Company or of any associated company.

22.3 Subject to, and so far as may be permitted by, the CA 2006, the Company will be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

22.3.1 in defending any criminal or civil proceedings; or

22.3.2 in connection with any application under sections 661(3) or 661(4) or under section 1157 of the CA 2006.

ANNEXURE

SCHEDULE 1 Regulation 2

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

- "articles" means the company's articles of association;
- "bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- "chairman" has the meaning given in article 12;
- "chairman of the meeting" has the meaning given in article 39;
- "Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
- "director" means a director of the company, and includes any person occupying the position of director, by whatever name called;
- "distribution recipient" has the meaning given in article 31;
- "document" includes, unless otherwise specified, any document sent or supplied in electronic form;
- "electronic form" has the meaning given in section 1168 of the Companies Act 2006;
- "fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;
- "hard copy form" has the meaning given in section 1168 of the Companies Act 2006;
- "holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
- "instrument" means a document in hard copy form;
- "ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;
- "paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 10;
"proxy notice" has the meaning given in article 45;
"shareholder" means a person who is the holder of a share;
"shares" means shares in the company;
"special resolution" has the meaning given in section 283 of the Companies Act 2006;
"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;
"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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.

Liability of members

- 2.** 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

Directors' general authority

- 3.** 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.

Shareholders' reserve power

- 4.—(1)** The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

- 5.—(1)** Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

(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.

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

Committees

- 6.—(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.

(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

Directors to take decisions collectively

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

(2) If—

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) 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.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

12.—(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairman.

(3) The directors may terminate the chairman's appointment at any time.

(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.

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) 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.

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

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

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

Records of decisions to be kept

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

Directors' discretion to make further rules

16. 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

Methods of appointing directors

17.—(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—

(a) by ordinary resolution, or

(b) by a decision of the directors.

(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.

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

Termination of director's appointment

- 18.** 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) *[paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013]*
 - (f) 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.

Directors' remuneration

- 19.**—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
 - (b) 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.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (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 the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

- 20.** 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.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

- 21.**—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

- 22.**—(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.
- (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.

Company not bound by less than absolute interests

23. 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

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

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

(5) Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

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

Share transfers

26.—(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.

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

(3) The company may retain any instrument of transfer which is registered.

(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.

(5) The directors may refuse to register the transfer of a share, and if they do so, 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.

Transmission of shares

27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

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

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

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

(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

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

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

(6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

(7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) 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;

(c) 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

(d) 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.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

32. 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.

Unclaimed distributions

33.—(1) All dividends or other sums which are—

(a) payable in respect of shares, and

(b) 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.
- (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.
- (3) If—
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) 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.

Non-cash distributions

- 34.**—(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).
- (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—
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

Waiver of distributions

- 35.** 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

Authority to capitalise and appropriation of capitalised sums

- 36.**—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—
- (a) 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
 - (b) 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.
- (2) Capitalised sums must be applied—
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (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.
- (5) Subject to the articles the directors may—
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
 - (b) 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
 - (c) 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.

DECISION-MAKING BY SHAREHOLDERS
ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

- 37.—**(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) 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.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

- 38.** 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.

Chairing general meetings

- 39.—**(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (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—
- (a) the directors present, or
 - (b) (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.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

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

Adjournment

- 41.—**(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.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
 - (b) 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(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)—

(a) to the same persons to whom notice of the company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

(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

Voting: general

42. 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.

Errors and disputes

43.—(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.

(2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

44.—(1) A poll on a resolution may be demanded—

(a) in advance of the general meeting where it is to be put to the vote, or

(b) 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.

(2) A poll may be demanded by—

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) 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.

(3) A demand for a poll may be withdrawn if—

(a) the poll has not yet been taken, and

(b) the chairman of the meeting consents to the withdrawal.

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

Content of proxy notices

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

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) 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.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(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.

(4) Unless a proxy notice indicates otherwise, it must be treated as—

(a) 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

(b) 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.

Delivery of proxy notices

- 46.—**(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.
- (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.
- (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.
- (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.

Amendments to resolutions

- 47.—**(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) 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
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

- 48.—**(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 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.
- (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.
- (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.

Company seals

- 49.—**(1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (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.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

- 50.** 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.

Provision for employees on cessation of business

51. 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

Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) 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,
- (b) 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),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

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

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

53.—(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.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.