

COMPANY NUMBER: SC570521

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

JAAPLAW LIMITED (the **Company**)

Passed:- 31 / 8 / 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the resolution set out below was passed by a special written resolution of the sole member of the Company.

SPECIAL RESOLUTION

THAT the regulations set out in the form attached hereto be approved and adopted as the articles of association of the Company to the exclusion of and in substitution for the existing articles of association.

CERTIFIED A TRUE EXTRACT FROM THE MINUTES OF THE COMPANY

.....
Director



ARTICLES OF ASSOCIATION

of

JAAPLAW LIMITED

Adopted by special resolution passed
on 31/8/2017

2017
BP2/AEB/33684.00001

MORTON FRASER 
LAWYERS

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THE COMPANIES ACTS
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
JaapLaw Limited (the Company)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Model Articles

The Model Articles of private companies limited by shares contained in The Companies (Model Articles) Regulations 2008 shall not apply to the Company, save to the extent that they are expressly incorporated into these articles.

2 Defined terms

2.1 In these articles, unless the context requires otherwise:-

Act means the Companies Act 2006.

articles means the Company's articles of association.

Chairman has the meaning given in article 13.

Chairman of the meeting has the meaning given in article 55.

Companies Acts means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company.

Council means the Council of the Law Society.

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 47.

document includes, unless otherwise specified, any document sent or supplied in electronic form.

electronic form has the meaning given in section 1168 of the Act.

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 Act.

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares.

incorporated practice means a body corporate recognised by the Council in terms of section 34(1A) of the Solicitors (Scotland) Act 1980 and rule 5 in section D of the rules as being suitable to undertake the provision of professional services such as may be provided by solicitors.

instrument means a document in hard copy form.

Law Society means the Law Society of Scotland.

member means a person who is the holder of a share.

nil paid in relation to a share means a share for which no part of its nominal value or any premium at which it was issued has been paid to the Company.

ordinary resolution has the meaning given in section 282 of the Act.

paid means paid or credited as paid.

participate, in relation to a directors' meeting, has the meaning given in article 11.

partly paid in relation to a share means that part of that share's nominal value or any premium at which it was issued which has not been paid to the Company.

proxy notice has the meaning given in article 61.

rules means the Law Society of Scotland Practice Rules 2011.

sequestration includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of sequestration.

shares means shares in the Company and a **share** means one of them.

special resolution has the meaning given in section 283 of the Act.

subsidiary has the meaning given in section 1159 of the Act.

transfer price has the meaning given in article 30.6.

transmittee means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law.

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.

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

2.3 A reference in these articles to an **article** is a reference to the relevant numbered article of these articles unless expressly provided otherwise.

3 **Liability of members**

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

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

5 Member's reserve power

5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6 Directors may delegate

6.1 The directors may delegate any of the powers which are conferred on them under these articles:-

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions;

as they think fit.

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

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

7 Committees

7.1 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 these articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

8.1 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 9.

- 8.2 If the Company only has one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of these articles relating to directors' decision-making.

9 Unanimous decisions

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10 Calling a directors' meeting

- 10.1 Any director may call a directors' meeting by giving not less than five days notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 10.2 Notice of any directors' meeting must indicate:-
- 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 10.4 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.

11 Participation in directors' meetings

- 11.1 Directors participate in a directors' meeting, or part of a directors' meeting, when:-
- 11.1.1 the meeting has been called and takes place in accordance with these articles; and
 - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

- 11.3 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.

12 **Quorum for directors' meetings**

- 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but, where the Company has two or more directors it must never be less than two, and unless otherwise fixed it is two.
- 12.3 Where the Company has only a sole director, the quorum is one.
- 12.4 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:-
- 12.4.1 to appoint further directors; or
 - 12.4.2 to call a general meeting so as to enable the members to appoint further directors.

13 **Chairing of directors' meetings**

- 13.1 The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the **Chairman**.
- 13.2 The directors may terminate the Chairman's appointment at any time.
- 13.3 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.

14 **Casting vote**

The Chairman of directors' meetings shall have a casting vote.

15 **Transactions or other arrangements with the Company**

- 15.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided that they have disclosed to the directors the nature and extent of any material interest they have, a director who is any way, whether directly or indirectly interested in an existing or proposed transaction or arrangement with the Company:-
- 15.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or in which the Company is otherwise interested;
 - 15.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
 - 15.1.3 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which they are interested;

- 15.1.4 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which they are interested;
 - 15.1.5 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director; and
 - 15.1.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 15.2 For the purposes of article 15.1:-
- 15.2.1 references to **proposed decisions** and **decision-making processes** include any directors' meeting or part of a directors' meeting;
 - 15.2.2 a general notice given to the directors that a director is to be regarded as *having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested* shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
 - 15.2.3 an interest of which a director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of that director.
- 15.3 Subject to article 15.4, 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.
- 15.4 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.
- 16 **Directors' conflicts of interest**
- 16.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
 - 16.2 Any authorisation under this article will be effective only if:-
 - 16.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

16.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

16.2.3 the matter was agreed to without their voting or would have been agreed to if their vote had not been counted.

16.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):-

16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

16.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

16.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through their involvement in the Conflict otherwise than as a director of the Company and in respect of which they owe a duty of confidentiality to another person, the director is under no obligation to:-

16.4.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

16.4.2 use or apply any such information in performing their duties as a director,

where to do so would amount to a breach of that confidence.

16.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:-

16.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

16.5.2 is not given any documents or other information relating to the Conflict; and

16.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

16.6 Where the directors authorise a Conflict:-

16.6.1 the director will be obliged to conduct themselves in accordance with any terms imposed by the directors in relation to the Conflict; and

16.6.2 the director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

- 16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17 Directors' discretion to make further rules

Subject to these articles and the Companies Acts, 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

18 Methods of appointing directors

- 18.1 No person shall be appointed a director unless they are a member of the Company.
- 18.2 Subject to article 18.1, any solicitor or incorporated practice who is willing to act as a director and is permitted by law to do so may, with the prior unanimous agreement of the members in writing, be appointed to be a director by a decision of the directors.

19 Termination of director's appointment

- 19.1 A person ceases to be a director as soon as:-
- 19.1.1 that person ceases to be a member of the Company;
 - 19.1.2 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 19.1.3 a bankruptcy order or award of sequestration is made against that person;
 - 19.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 19.1.5 a registered medical practitioner who is treating the person gives a written opinion to the Company stating that the person has become physically or mentally incapable of acting as a director and may remain so for more than three months or they are or have been suffering from mental or physical ill health and the directors resolve that their office be vacated; or
 - 19.1.6 notification in writing 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.

20 Directors' remuneration

- 20.1 Directors may undertake any services for the Company that the directors decide.
- 20.2 Directors are entitled to such remuneration as the directors determine:-
- 20.2.1 for their services to the Company as directors; and

20.2.2 for any other service which they undertake for the Company.

20.3 A director's remuneration may:-

20.3.1 take any form; and

20.3.2 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.

20.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

20.5 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.

21 **Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:-

21.1 meetings of directors or committees of directors;

21.2 general meetings; or

21.3 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.

22 **Alternate directors**

No director may appoint an alternate director.

COMPANY SECRETARY

23 **Company not required to have secretary**

In accordance with the Act, the Company shall not be required to have a secretary.

24 **Appointment and removal of secretary**

The Company may resolve to appoint a secretary, or remove any secretary so appointed:-

24.1 by ordinary resolution; or

24.2 by a decision of the directors.

25 **Resignation of secretary**

A person ceases to be secretary as soon as notification in writing is received by the Company from the secretary that the secretary is resigning from office, and such resignation has taken effect in accordance with its terms.

PART 3

SHARES AND DISTRIBUTIONS

26 Disapplication of statutory pre-emption rights

In accordance with section 567 of the Act, sections 561 and 562 of the Act shall be excluded from applying to the Company, and the directors shall be entitled to allot equity securities in accordance with sections 569 and 570 of the Act.

27 Allotment of shares

No shares shall be allotted:-

27.1 to any person who is not a solicitor or an incorporated practice; and

27.2 without the prior majority approval of the members in writing.

28 Share certificates

28.1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.

28.2 Every certificate must specify:-

28.2.1 in respect of how many shares, of what class, it is issued;

28.2.2 the nominal value of those shares;

28.2.3 the amount which has been paid up on those shares; and

28.2.4 any distinguishing numbers assigned to them.

28.3 No certificate may be issued in respect of shares of more than one class.

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

28.5 Certificates must:-

28.5.1 have affixed to them the Company's common seal (if any); or

28.5.2 be otherwise executed in accordance with the Companies Acts.

29 Replacement share certificates

29.1 If a certificate issued in respect of a member's shares is:-

29.1.1 damaged or defaced; or

29.1.2 said to be lost, stolen or destroyed,

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

29.2 A member exercising the right to be issued with such a replacement certificate:-

29.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

- 29.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- 29.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

30 Departing share transfers

- 30.1 In the event that a member (the **departing member**) wishes to cease:-
 - 30.1.1 to carry on practice as a solicitor or incorporated practice; or
 - 30.1.2 to be a member of the Company and is to carry on practice in another solicitor's practice or incorporated practice,

they shall give not less than three months' prior notice in writing (a **departing notice**) to the remaining members (the **continuing members**) of their intention to resign or retire and to transfer all of their shares (the **sale shares**).
- 30.2 Upon receipt of a departing notice, any continuing member may elect by notice in writing (a **purchase notice**) served on the departing member not later than one month prior to the date of resignation or retiral to acquire all of the sale shares at the transfer price on the date of resignation or retiral of the departing member. Unless they unanimously agree otherwise in writing, the continuing members who have served a purchase notice (the **purchasing members**) shall acquire the sale shares in proportion to the number of shares held by them and:-
 - 30.2.1 the completion date for the sale of the sale shares shall be the date of resignation or retiral of the departing member (the **completion date**);
 - 30.2.2 on or before the completion date, the departing member shall deliver stock transfer forms for the sale shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. Subject to article 30.3, on the completion date the Company shall pay the departing member, on behalf of the purchasing members, 50% of the amounts the departing member is due for his/her sale shares pursuant to each purchase notice to the extent that each purchasing member has put the Company in the requisite funds. The remaining 50% of the amounts the departing member is due for his/her sale shares shall be paid in 12 equal monthly instalments over the proceeding 12 months following the completion date to the extent that each purchasing member has put the Company in the requisite funds at the relevant payment date. In the event that any purchasing member does not put the Company in the requisite funds by the relevant payment date then the purchasing member shall pay interest on the overdue amount at the rate of 4% per annum above the Royal Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The purchasing member shall pay the interest together with the overdue amount. The Company's receipt for the final instalment of the price shall be a good discharge to the purchasing members. The Company shall hold the amounts due to the departing member in trust for the departing member without any obligation to pay interest; and
 - 30.2.3 if the departing member does not, on or before the completion date, execute and deliver (in accordance with article 30.2.2) transfers in respect of the sale shares held by them, the departing member shall be deemed to have irrevocably appointed the Chairman or who failing any director to be their agent and attorney to execute all necessary

transfers on their behalf, against receipt by the Company (on trust for such holders) of the consideration payable for the sale shares, to deliver such transfers to the purchasing members as the holders thereof. After the purchasing members has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares.

- 30.3 Notwithstanding article 30.2.2, payment of the transfer price may be made by the purchasing members in such instalments as the members shall annually agree or failing such agreement, in such instalments as the Company's accountant shall determine. In such circumstances, the departing member shall be bound to transfer the sale shares to the purchasing members in exchange for payment of the first instalment on the completion date and the balance of the transfer price shall thereafter be a personal obligation due by the purchasing members to the departing member.
- 30.4 In the event that there any sale shares not accepted by the continuing members in terms of article 30.2, the Company shall be entitled to buy back the sale shares out of distributable profits, subject to the directors making the appropriate statement of solvency pursuant to section 714 of the Act (a **buy back**). Completion of a buy back shall take place on the completion date and articles 30.2.2 and 30.2.3 shall apply with the necessary changes having been made.
- 30.5 Notwithstanding articles 30.2 to 30.4 (inclusive), upon receipt of a departing notice the continuing members may unanimously agree in writing that the sale shares be transferred to a solicitor or incorporated practice who is not currently a member (a **qualifying transferee**) on such terms as the continuing members think fit subject always to the price for the sale shares being the transfer price (a **qualifying transfer**). Completion of a qualifying transfer shall take place on the completion date and articles 30.2.2 and 30.2.3 shall apply with the necessary changes having been made.

Transfer price

- 30.6 All share transfers shall take place at a price calculated in accordance with this article 30.6 (the **transfer price**) unless the members otherwise agree unanimously in writing. The transfer price shall be an amount equal to the net asset value of the Company which is proportionate to the number of shares included in the transfer and is current at the date of valuation.
- 30.7 For the purposes of calculating the net asset value of the Company in article 30.6:-
- 30.7.1 equipment and tangible assets shall be valued at the higher of written down value for tax purposes or net realisable value;
 - 30.7.2 work in progress shall be valued at the lower of cost or net realisable value apportioned if appropriate at the date of valuation; and
 - 30.7.3 fair and reasonable provision shall be made for bad debts; and goodwill shall be valued at zero unless otherwise agreed.
- 30.8 Any dispute as to the transfer price shall be referred to the final decision of an independent professional (acting as expert and not as arbiter) who has sufficient expertise in the valuation of companies (as determined by the departing member and the continuing members) to be appointed by the departing member and the continuing members or failing which an independent chartered accountant appointed by the President for the time being of the Institute of Chartered Accountants of Scotland (the **expert**). The decision of the expert shall be final and

binding on a departing member and the continuing members and the expert's costs shall be borne as the expert shall direct.

31 **Mandatory share transfers**

31.1 In the event of:-

31.1.1 the death of a member;

31.1.2 the apparent or actual insolvency of a member; or

31.1.3 a member becoming unable to continue to practice as a solicitor for any other reason,

(each being a **mandatory transfer event**), that member or their executors or trustee or other representatives or successors (the **mandatory seller**) shall be obliged to give notice in writing to the continuing members of the mandatory transfer event within 14 days of the mandatory transfer event occurring and the mandatory seller shall be bound to sell the member's shares at the transfer price (the **mandatory sale**) and, subject to article 31.2, articles 30.2 to 30.8 (inclusive) shall apply (with the necessary changes having been made) to the mandatory sale.

31.2 The completion date for mandatory sale shall be not later than three months following the date of the mandatory transfer event.

32 **Share transfers**

32.1 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 and, if any of the shares are nil or partly paid, the transferee.

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

32.3 The Company may retain any instrument of transfer which is registered.

32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

32.5 Except in relation to transfers made pursuant to articles 30 and 31, the directors may refuse to register the transfer of a share by giving notice of refusal, together with the reasons for refusal to the transferee, 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.

33 **Transmission of shares**

33.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

33.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require shall be bound to transfer the shares in accordance with article 32.

33.3 Transmittees shall 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.

PARTLY PAID AND NIL PAID SHARES

34 Company's power to issue

Shares may be issued as nil, partly or fully paid.

35 Company's lien over partly paid and nil paid shares

35.1 The Company has a lien (the **Company's lien**) over every share which is partly paid or nil paid for any part of:-

35.1.1 that share's nominal value; and

35.1.2 any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

35.2 The Company's lien over a share:-

35.2.1 takes priority over any third party's interest in that share; and

35.2.2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

35.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

36 Enforcement of the Company's lien

36.1 Subject to the provisions of this article, if:-

36.1.1 a lien enforcement notice has been given in respect of a share; and

36.1.2 the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide subject always to article 27.

36.2 A lien enforcement notice:-

36.2.1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

36.2.2 must specify the share concerned;

36.2.3 must require payment of the sum payable within 14 days of the notice;

36.2.4 must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, sequestration or otherwise; and

36.2.5 must state the Company's intention to sell the share if the notice is not complied with.

36.3 Where shares are sold under this article:-

36.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

36.3.2 the transferee is not bound to see to the application of the consideration,

and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

36.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:-

36.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

36.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.

36.5 A statutory declaration by a director or the Company's secretary that the declarant is a director or the Company's secretary and that a share has been sold to satisfy the Company's lien on a specified date:-

36.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

36.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

37 Call notices

37.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a member requiring the member to pay the Company a specified sum of money (a **call**) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.

37.2 A call notice:-

37.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);

37.2.2 must state when and how any call to which it relates it is to be paid; and

37.2.3 may permit or require the call to be paid by instalments.

37.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.

37.4 Before the Company has received any call due under a call notice the directors may:-

37.4.1 revoke it wholly or in part, or

37.4.2 specify a later time for payment than is specified in the notice,
by a further notice in writing to the member in respect of whose shares the call is made.

38 Liability to pay calls

- 38.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 38.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 38.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:-
- 38.3.1 to pay calls which are not the same; or
- 38.3.2 to pay calls at different times.

39 When call notice need not be issued

A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):-

- 39.1 on allotment;
- 39.2 on the occurrence of a particular event; or
- 39.3 on a date fixed by or in accordance with the terms of issue.

If the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

40 Failure to comply with call notice: automatic consequences

- 40.1 If a person is liable to pay a call and fails to do so by the call payment date:-
- 40.1.1 the directors may issue a notice of intended forfeiture to that person, and
- 40.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 40.2 For the purposes of this article:-
- 40.2.1 the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the **call payment date** is that later date;
- 40.2.2 the **relevant rate** is:-
- 40.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

40.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

40.2.2.3 if no rate is fixed in either of these ways, five per cent per annum.

40.2.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

40.3 The directors may waive any obligation to pay interest on a call wholly or in part.

41 **Notice of intended forfeiture**

41.1 A notice of intended forfeiture:-

41.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

41.1.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;

41.1.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;

41.1.4 must state how the payment is to be made; and

41.1.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

42 **Directors' power to forfeit shares**

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

43 **Effect of forfeiture**

43.1 Subject to the articles, the forfeiture of a share extinguishes:-

43.1.1 all interests in that share, and all claims and demands against the Company in respect of it; and

43.1.2 *all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.*

43.2 Any share which is forfeited in accordance with these articles:-

43.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;

43.2.2 is deemed to be the property of the Company; and

43.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit subject to article 27.

- 43.3 If a person's shares have been forfeited:-
- 43.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 43.3.2 that person ceases to be a member in respect of those shares;
 - 43.3.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 43.3.4 that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 43.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 43.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

44 Procedure following forfeiture

- 44.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 44.2 A statutory declaration by a director or the Company's secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date:-
- 44.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 44.2.2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share.
- 44.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 44.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:-
- 44.4.1 was, or would have become, payable; and
 - 44.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

45 Surrender of shares

- 45.1 A member may surrender any share:-

- 45.1.1 in respect of which the directors may issue a notice of intended forfeiture;
- 45.1.2 which the directors may forfeit; or
- 45.1.3 which has been forfeited.
- 45.2 The directors may accept the surrender of any such share.
- 45.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 45.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

DIVIDENDS AND OTHER DISTRIBUTIONS

46 Procedure for declaring dividends

- 46.1 Subject to the rest of this article 46, the directors shall have the authority to declare and pay interim and final dividends without member approval.
- 46.2 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 46.3 Unless the directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, the dividend must be paid by reference to the amounts paid up on each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 46.4 If the Company's share capital is divided into different classes, no dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 46.5 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.
- 46.6 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 a dividend on shares with deferred or non-preferred rights.

47 Payment of dividends and other distributions

- 47.1 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:-
 - 47.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - 47.1.2 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;
 - 47.1.3 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

47.1.4 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.

47.2 In these articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:-

47.2.1 the holder of the share;

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

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

48 **No interest on distributions**

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

48.1 the terms on which the share was issued; or

48.2 the provisions of another agreement between the holder of that share and the Company.

49 **Unclaimed distributions**

49.1 All dividends or other sums which are:-

49.1.1 payable in respect of shares; and

49.1.2 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.

49.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

49.3 If:-

49.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

49.3.2 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.

50 **Non-cash distributions**

50.1 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).

50.2 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:-*

50.2.1 fixing the value of any assets;

50.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

50.2.3 vesting any assets in trustees.

51 **Waiver of distributions**

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

51.1 the share has more than one holder; or

51.2 more than one person is entitled to the share, whether by reason of the death or sequestration 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

52 **Authority to capitalise and appropriation of capitalised sums**

52.1 Subject to these articles, the directors may, if they are so authorised by an ordinary resolution:-

52.1.1 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

52.1.2 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.

52.2 Capitalised sums must be applied:-

52.2.1 on behalf of the persons entitled; and

52.2.2 in the same proportions as a dividend would have been distributed to them.

52.3 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.

52.4 A capitalised sum which was appropriated from profits available for distribution may be applied:-

52.4.1 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; or

52.4.2 in or towards paying up the amounts, if any, unpaid on any shares held by the persons respectively entitled.

52.5 Subject to these articles the directors may:-

52.5.1 apply capitalised sums in accordance with articles 52.3 and 52.4 partly in one way and partly in another;

52.5.2 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

52.5.3 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 4

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

53 Attendance and speaking at general meetings

53.1 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.

53.2 A person is able to exercise the right to vote at a general meeting when:-

53.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

53.2.2 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.

53.3 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.

53.4 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.

53.5 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.

54 Quorum for general meetings

No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum for the purposes of section 318 of the Act.

55 Chairing general meetings

- 55.1 If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 55.2 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:-
- 55.2.1 the directors present; or
- 55.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
- 55.3 The person chairing a meeting in accordance with this article is referred to as the **Chairman of the meeting**.

56 Attendance and speaking by directors and non-members

- 56.1 Directors may attend and speak at general meetings, whether or not they are members.
- 56.2 The Chairman of the meeting may permit other persons who are not:-
- 56.2.1 members of the Company; or
- 56.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,
- to attend and speak at a general meeting.

57 Adjournment

- 57.1 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, the meeting, if convened on the requisition of members, shall be dissolved, or, in any other such case, must be adjourned by the Chairman of the meeting.
- 57.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:-
- 57.2.1 the meeting consents to an adjournment; or
- 57.2.2 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.
- 57.3 The Chairman of the meeting must adjourn a general meeting:-
- 57.3.1 if directed to do so by the meeting; or
- 57.3.2 if during a meeting there ceases to be a quorum.
- 57.4 When adjourning a general meeting, the Chairman of the meeting must:-

- 57.4.1 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
- 57.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 57.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-
 - 57.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 57.5.2 containing the same information which such notice is required to contain.
- 57.6 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

58 Voting: general

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

59 Errors and disputes

- 59.1 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.
- 59.2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

60 Poll votes

- 60.1 A poll on a resolution may be demanded:-
 - 60.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 60.1.2 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.
- 60.2 A poll may be demanded by:-
 - 60.2.1 the Chairman of the meeting;
 - 60.2.2 the directors; or
 - 60.2.3 any person entitled to vote at the meeting.
- 60.3 A demand for a poll may be withdrawn if:-
 - 60.3.1 the poll has not yet been taken; and

60.3.2 the Chairman of the meeting consents to the withdrawal.

60.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

61 **Content of proxy notices**

61.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:-

- 61.1.1 *states the name and address of the member appointing the proxy;*
- 61.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- 61.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 61.1.4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.

61.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

61.3 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.

61.4 Unless a proxy notice indicates otherwise, it must be treated as:-

- 61.4.1 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
- 61.4.2 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.

62 **Delivery of proxy notices**

62.1 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.

62.2 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.

62.3 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.

62.4 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.

63 **Amendments to resolutions**

63.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-

- 63.1.1 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
- 63.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 63.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
 - 63.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 63.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 63.3 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

64 Means of communication to be used

- 64.1 Subject to these articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which section 1144 and Schedules 4 and 5 of the 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.
- 64.2 Subject to these 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.

65 Deemed delivery of documents and information

The default times of deemed delivery of documents and information to their intended recipient specified in section 1147 of the Act shall be varied as follows:-

- 65.1 subject to the other requirements of section 1147(2) of the Act, documents or information sent by post shall be deemed to have been received by the intended recipient 72 hours after they were posted; and
- 65.2 subject to the other requirements of section 1147(3) of the Act, documents or information sent or supplied by electronic means shall be deemed to have been received 12 hours after they were sent.

66 Company seals

- 66.1 Unless and until the directors resolve otherwise, the Company shall not have a common seal.
- 66.2 The directors may decide by what means and in what form any common seal is to be used.

66.3 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.

66.4 For the purposes of this article, an authorised person is:-

66.4.1 any director of the Company;

66.4.2 the Company's secretary (if any); or

66.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

67 **No right to inspect accounts and other records**

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

68 **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

69 **Indemnity**

69.1 Subject to article 69.2, and without prejudice to any indemnity to which a relevant director is otherwise entitled, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:-

69.1.1 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;

69.1.2 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 Act); or

69.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

69.2 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.

69.3 In this article:-

69.3.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

69.3.2 a **relevant director** means any director or former director of the Company or an associated company.

70 Insurance

- 70.1 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.
- 70.2 In this article:-
- 70.2.1 a **relevant director** means any director or former director of the Company or an associated company;
- 70.2.2 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
- 70.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

71 Borrowing powers

- 71.1 The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 71.2 Any debentures, bonds or other instruments or securities may be issued at a discount premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares or otherwise as the directors may from time to time determine.

TRANSFER OF BUSINESS

72 Transfer of business

- 72.1 The directors and members together shall nominate a firm of solicitors or an incorporated practice to carry out the actions specified in the rules in the situation that for whatever reason there is no longer a solicitor or other validly constituted incorporated practice exercising day to day management and control of the Company's business. The directors and members shall sign a letter of nomination and authority for that purpose and this letter shall be kept by, or on behalf of, the Company in safe custody at all times and a copy of it will be sent to the secretary of the Law Society of Scotland (the **Law Society Secretary**).
- 72.2 In the event that for whatever reason there is no longer a solicitor or other validly constituted incorporated practice exercising day to day management of the Company's business, the Company shall give notice in writing to the firm or incorporated practice so nominated that the nomination should take immediate effect and requiring the nominee to accept the nomination within five working days after the written notice has been sent to the nominee. The Law Society Secretary shall have the same power to send notice in writing to the same effect. The acceptance letter shall be in writing and shall be delivered to any member or office bearer of the Company and a copy of it shall be sent to the Law Society Secretary.
- 72.3 Should the nominee fail to accept the nomination, the Law Society Secretary shall have the power to nominate such other firm or incorporated practice as they may choose and as is willing to accept the nomination.

- 72.4 Notwithstanding any other provision of these articles, the firm or incorporated practice so nominated shall have the power according to their own constitutional arrangements:-
- 72.4.1 to appoint one or more directors of the Company who shall be duly qualified to act in terms of this article 72 and who may include the nominated firm or incorporated practice or any member or any director thereof;
 - 72.4.2 to authorise the directors so appointed to operate all client accounts in the name of the Company;
 - 72.4.3 to authorise the directors so appointed to make suitable arrangements for making available to the clients of the Company or to some other solicitor or incorporated practice instructed by its clients or itself or themselves:-
 - 72.4.3.1 all deeds, wills, securities, papers, books of account, records, vouchers and other documents in the Company's possession or control which are held on behalf of its clients or which relate to any trust of which *the Company is the sole trustee or co-trustee only with one or more of its employees*; and
 - 72.4.3.2 all sums of money due from the Company or held by it on behalf of its clients or subject to any trust as aforesaid;
 - 72.4.4 to dispose of the business and undertaking of the Company to the best advantage of the Company including to its or to their own practice, under an obligation to account to members of the Company; and
 - 72.4.5 to charge professional fees at appropriate levels for the work which they properly carry out for the Company consequent on their nomination hereunder and to authorise the directors they appoint to do the same.