

**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**")

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution.

Signed: ....

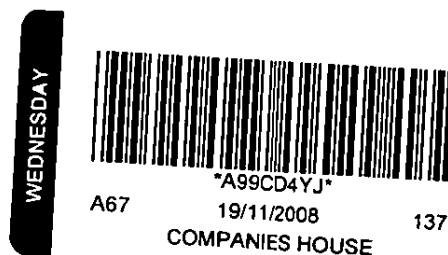
Name Madeline Gillian Brain

Date: ..

Signed. ....

Name: John Freeman Briffitt

Date: ....



Signed: .....

Name: David John Hinton

Date: .....

Signed: .....

Name: Stuart William Innes

Date: .....

Signed: .....

Name Charles William Lyle Keen

Date: .....

Signed .....

Name: Sukhdev Mulkhraj Sharma

Date: .....

Signed: .....

Name: Angela Meneen Wadlow

Date: .....

Signed .....

Name: Janet Marie Allen

Date: .....

Signed: W.M.Lh .....

Name Simon Merchant

Date 3-11-08 .....

## Notes

- 1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).
  - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward)

**Please note that return of this document will not be accepted by fax or email.**

2. **The resolution will lapse if sufficient votes in favour of it have not been received by the end of 19 November 2008.** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution.
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked.
4. In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s).
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**")

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution

Signed: . . . . .

Name Madeline Gillian Brain

Date: . . . . .

Signed:  . . . . .

Name: John Freeman Briffitt

Date: ... 30<sup>th</sup> Oct 2008 ...

[

Signed . . . . .

Name: David John Hinton

Date: . . . . .

Signed: . . . . .

Name: Stuart William Innes

Date . . . . .

Signed: . . . . .

Name: Charles William Lyle Keen

Date. . . . .

Signed: . . . . .

Name. Sukhdev Mulkhraj Sharma

Date: . . . . .

Signed: . . . . .

Name: Angela Meneen Wadlow

Date . . . . .

Signed: . . . . .

Name: Janet Marie Allen

Date . . . . .

Signed: . . . . .

Name: Simon Merchant

Date . . . . .

**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**").

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company "

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution

Signed: . . . . .

Name: Madeline Gillian Brain

Date: . . . . .

Signed: . . . . .

Name John Freeman Briffitt

Date: . . . . .

Signed: .....

Name: David John Hinton

Date: .....

Signed: .....

Name: Stuart William Innes

Date: .....

Signed: .....


Name Charles William Lyle Keen

Date: .....

Signed: .....

Name Sukhdev Mulkhraj Sharma

Date: .....

Signed: 

Name. Angela Meneen Wadlow

Date: 23 Oct 2008

Signed: .....

Name: Janet Marie Allen

Date: .....

Signed: .....

Name: Simon Merchant

Date: .....

## Notes

- 1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).
  - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward)

**Please note that return of this document will not be accepted by fax or email.**

- 2 **The resolution will lapse if sufficient votes in favour of it have not been received by the end of 19 November 2008.** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution.
- 3 Once you have signified your agreement to the resolutions such agreement cannot be revoked.
- 4 In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.



**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**


Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**").

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution.

Signed:  .....

Name: Madeline Gillian Brain

Date: 27/10/08 .....

Signed: ..... ..

Name John Freeman Briffitt

Date ..... ..

Signed· ..... . . . .

Name: David John Hinton

Date: ..... . . . .

Signed· ... .. . . .

Name: Stuart William Innes

Date: . . . . .

Signed . . . . .

Name: Charles William Lyle Keen

Date ..... . . . .

Signed: . .. . . . .

Name: Sukhdev Mulkhraj Sharma

Date: . . . . .

Signed: . . . . .

Name: Angela Meneen Wadlow

Date . . . . .

Signed .. . . . .

Name Janet Marie Allen

Date ..... . . . .

Signed: ..... . . . .

Name. Simon Merchant

Date . . . . .

## Notes

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).
  - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).

**Please note that return of this document will not be accepted by fax or email.**

2. **The resolution will lapse if sufficient votes in favour of it have not been received by the end of 19 November 2008.** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution.
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked.
4. In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s).
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**").

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution

Signed: ....

Name: Madeline Gillian Bram

Date: ..

Signed: .. ..

Name: John Freeman Briffitt

Date: .. ..

[

Signed .....

Name: David John Hinton

Date: .....

Signed: .....

Name: Stuart William Innes

Date: .....

Signed  .....

Name: Charles William Lyle Keen

Date: 27<sup>th</sup> October 2008

Signed: .....

Name Sukhdev Mulkhraj Sharma

Date: .....

Signed: .....

Name: Angela Meneen Wadlow

Date: .....

Signed .....

Name Janet Marie Allen

Date: .....

Signed: .....

Name: Simon Merchant

Date: .....

## Notes

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
  - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).
  - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).

**Please note that return of this document will not be accepted by fax or email.**

2. **The resolution will lapse if sufficient votes in favour of it have not been received by the end of 19 November 2008.** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution.
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked
4. In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**").

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution.

Signed . . . . .

Name: Madeline Gillian Brain

Date . . . . .

Signed: . . . . .

Name John Freeman Briffitt

Date . . . . .

[

Signed: David John Hinton

Name David John Hinton

Date: 23/10/08

Signed: .....

Name Stuart William Innes

Date .....

Signed: .....

Name: Charles William Lyle Keen

Date: .....

Signed. ....

Name Sukhdev Mulkhraj Sharma

Date .....

Signed: .....

Name: Angela Meneen Wadlow

Date: .....

Signed ....

Name: Janet Marie Allen

Date: .....

Signed: .....

Name: Simon Merchant

Date: .....



## Notes

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
  - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).
  - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).

**Please note that return of this document will not be accepted by fax or email.**

2. **The resolution will lapse if sufficient votes in favour of it have not been received by the end of 19 November 2008** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked.
4. In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**Company no. 01744121**

**The Companies Act 2006**

**Private company limited by guarantee and not having a share capital**

**Written resolution**

**of**

**Shaw Trust Limited**

**22 October 2008 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Shaw Trust Limited (the "**Company**") propose that the following resolution be passed as a special resolution (the "**Special Resolution**")

"That the draft regulations marked "A" and attached to this resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (*see Note 4*), hereby irrevocably agree to the Special Resolution.

Signed: ... ..

Name: Madeline Gillian Brain

Date: . . . . .



Signed: .. . . .

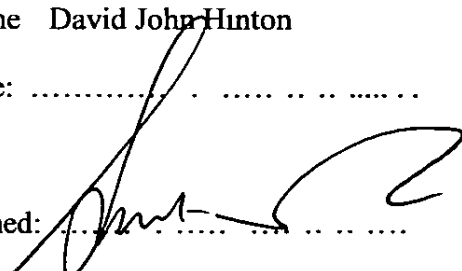
Name: John Freeman Briffitt

Date: .... .

Signed: . . . . .

Name David John Hinton

Date: . . . . .

Signed:  . . . . .

Name Stuart William Innes

Date 23/10/08 . . . . .

Signed: . . . . .

Name Charles William Lyle Keen

Date: . . . . .

Signed . . . . .

Name Sukhdev Mulkhraj Sharma

Date . . . . .

Signed. . . . .

Name Angela Meneen Wadlow

Date: . . . . .

Signed:  . . . . .

Name: Janet Marie Allen

Date: 23 Oct '08 . . . . .

Signed: . . . . .

Name Simon Merchant

Date: . . . . .

## Notes

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward)
  - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Mark Woodward).

**Please note that return of this document will not be accepted by fax or email.**

2. **The resolution will lapse if sufficient votes in favour of it have not been received by the end of 19 November 2008.** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked.
4. In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

A

**The Companies Act 1985**

**Company limited by guarantee  
and not having a share capital**

**Articles of association**

**of**

**The Shaw Trust Limited**

(adopted by written resolution dated 2008)

**Preliminary**

**1 *Regulations not to apply***

No regulations for management of a company set out in any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company. The following shall be the articles of association of the Company.

**2 *Interpretation***

2.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

**"Act"** subject to paragraph 2.2(b) of this Article, the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

**"Address"** in relation to electronic communications, includes any number or address for the purpose of such communications;

**"these Articles"** these Articles of Association as altered or varied from time to time (and "Article" means one of these Articles),

**"Auditors"** the auditors for the time being of the Company or, in the case of joint auditors, any one of them;

**"Board "** the board of Trustees for the time being of

|                                   |  |
|-----------------------------------|--|
|                                   | the Company or the Trustees present at a duly convened meeting of Trustees at which a quorum is present;   |
| <b>"Chairman"</b>                 | the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company,   |
| <b>"Charities Acts"</b>           | subject to paragraph 2.2(b) of this Article, the Charities Act 1992, the Charities Act 1993, the Charities Act 2006 and every other statute from time to time in force concerning charities and affecting the Company;   |
| <b>"clear days"</b>               | (in relation to the period of a notice) that period, excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;  |
| <b>"communication"</b>            | includes a communication comprising sounds or images or both and a communication effecting a payment;  |
| <b>"Company"</b>                  | The Shaw Trust Limited;  |
| <b>"Vice Chairman"</b>            | the person, being a Trustee, appointed to act as the Chairman's deputy,  |
| <b>"electronic communication"</b> | <p>a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa)</p> <p>(a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984), or</p> <p>(b) by any other means but while in electronic form;</p> |
| <b>"execution"</b>                | any mode of execution (and <b>"executed"</b> shall be construed accordingly),  |
| <b>"member"</b>                   | a member of the Company or, where the context requires a member of the Board or of any committee;  |
| <b>"Office"</b>                   | the registered office for the time being of  |

|                             |  |
|-----------------------------|--|
|                             | the Company;   |
| <b>"Register"</b>           | the register of members of the Company to be kept pursuant to the Act,   |
| <b>"Secretary"</b>          | the secretary for the time being of the Company or any other person appointed to perform any of the duties of the secretary of the Company including (subject to the provisions of the Act) a joint, temporary, assistant or deputy secretary; |
| <b>"Trustee"</b>            | a director for the time being of the Company;  |
| <b>"United Kingdom"</b>     | Great Britain and Northern Ireland; and  |
| <b>"writing or written"</b> | printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form.   |

2.2 In these Articles unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes.
  - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it, and
  - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;
- (c) a reference to a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
- (d) except as set out in Article 2 1, terms defined in the Act or the Charities Acts have the meanings attributed to them by it.

2 3 Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective

2 4 The headings are inserted for convenience only and shall not affect the construction of these Articles.

3      ***Registered office***

The Office shall be at such place in England and Wales as the Board shall from time to time appoint

4      ***Objects***

The Company is established for the purposes expressed in the memorandum of association.

**Members**

5      ***Appointment of members***

Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Board may require executed by him. Subject to Article 7, membership shall not be transferable and shall cease on death

6      ***Board approval of members***

The Board may in its absolute discretion decline to accept any person as a member and need not give reasons for so doing. The Board may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as members

7.     ***Unincorporated associations***

If a person becomes a member as a representative of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its representative shall be entered in the register of members. Subject to the Board's right to decline to accept any person as a member, the unincorporated association or body shall be able to replace the member who is its representative with another person by notice in writing to the Company without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.

8.     ***Cessation of membership***

A member shall cease to be a member:

- (a)    if he resigns by notice in writing delivered to the Company at the Office in which event he shall be deemed to have resigned as a member on the service of that notice on the Company or at such later date as is specified in the notice;
- (b)    if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid 7 days after notice served on the member by the Company informing him that he will be removed from membership if it is not paid



The Board may re-admit to membership any person removed from membership on this ground on his paying such sum in respect of the sum due as the Company may determine,

- (c) if he makes an arrangement or composition with his creditors generally or being a company goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up,
- (d) if, at a meeting of the Board, a resolution is passed by at least a two-thirds majority resolving that the member be expelled Such a resolution shall not be passed unless the member has been given not less than 14 clear days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board or (in the case of any breach of these Articles) a reasonable opportunity of remedying the breach if it is capable of remedy The member may attend the meeting and be heard but must not be present when voting takes place The Board will notify the member in writing of the decision of the Board and if such a resolution as is referred to in this paragraph is passed, then the member shall forthwith cease to be a member but without prejudice to the liability of the member to pay to the Company any subscription or other sum owed by him,
- (e) if he is of unsound mind, or
- (f) if he ceases to be a Trustee

9. ***Subscriptions and fees***

The Board may in its discretion levy subscriptions and fees on all members of the Company at such rates as it shall determine and may levy subscriptions and fees at different rates on different categories of members.

10. ***Rights of members***

Every member of the Company shall be entitled to receive a copy of the annual report and accounts of the Company and to receive notice of and to attend and vote at any general meeting of the Company.

11. ***Appointment of patrons***

The Board may appoint and remove any person or persons as a patron of the Company and on such terms as it shall think fit. The Board may also appoint a President and Vice Presidents whose roles will be different from that of patrons and are fully set out in Article 42

**General meetings**

12. ***Annual general meetings***

Subject to the provisions of the Act, the Company may, if the Trustees see fit, in each year hold an annual general meeting. An annual general meeting (if held) shall be held at such time and place as the Board may determine

13. ***Convening of general meeting***

The Board may convene a general meeting whenever it thinks fit. A general meeting shall also be convened by such requisitionists as provided by the Act. At any meeting convened by the Board or by such requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board.

14 If there are not within the United Kingdom sufficient members of the Board to convene a general meeting, any Trustee or any member of the Company may call a general meeting.

15. ***Notice of general meetings***

15.1 A general meeting, including an annual general meeting (if held), shall be convened by not less than 14 clear days notice in writing.

15.2 Subject to the provisions of the Act and notwithstanding that it is convened by shorter notice than that specified in this Article 15, a general meeting shall be deemed to have been duly convened if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting being a majority together holding not less than 90 per cent of the total voting rights at that meeting of all the members.

15.3 Every notice convening a general meeting shall be given to the members and Auditors and shall specify

- (a) whether the meeting is an annual general meeting or a general meeting;
- (b) the place, the day and the time of the meeting;
- (c) in the case of special business the general nature of that business;

- (d) if the meeting is convened to consider a special resolution the intention to propose the resolution as such, and
  - (e) with reasonable prominence that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.
- 15 4 The notice shall be given to the members (other than any who under the provisions of these Articles are not entitled to receive notice from the Company), to the Trustees and to the Auditors and if more than one for the time being, to each of them.

16 ***Omission to send notice***

The accidental omission to send a notice of a meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, to, or the non-receipt of either by, any person entitled to receive them shall not invalidate the proceedings at that meeting.

17. ***Special business***

All business that is transacted at a general meeting shall be deemed special, except the following transactions at an annual general meeting (if one is held):

- (a) the receipt and consideration of the annual accounts and the reports of the Trustees and the Auditors and other documents required to be attached or annexed to the accounts,
- (b) the election or re-election of Trustees; and
- (c) the re-appointment of the Auditors retiring (unless they were last appointed otherwise than by the Company in general meeting) and the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed

**Proceedings at general meetings**

18. ***Quorum***

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a chairman which shall not be treated as part of the business of the Meeting. Subject to the provisions of Article 19, 3 persons entitled to attend and to vote on the business to be transacted, each being a member present in person or a proxy for a member or a duly authorised representative of a corporation which is a member, or one third of the total number of such persons for the time being whichever is greater, shall be a quorum.

19. ***If quorum not present***

If within 30 minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present or, if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine being not less than 7 nor more than 28 days thereafter. If at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for holding the meeting all the members present in person or by proxy shall be a quorum.

20. ***Meeting place inadequate***

If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere and to be heard and seen by all other persons so present in the same manner.

21. ***Chairman***

The Chairman of the Board shall preside as Chairman at every general meeting of the Company. If there be no such Chairman or if at any meeting he shall not be present within 5 minutes after the time appointed for holding the meeting or shall be unwilling to act as Chairman, the Vice Chairman of the Board, if present, shall take the chair. If the Vice Chairman is not present or there is no Vice Chairman appointed, the Trustees present shall choose one of their number to act as Chairman of the meeting.

22. ***Auditor may attend and speak***

An Auditor shall be entitled to attend any general meeting and to be heard at any general meeting on any part of the business of the meeting which concerns him as Auditor.

23. ***Power to adjourn***

The Chairman of the general meeting may, with the consent of a meeting at which a quorum is present and shall, if so directed by the meeting,

adjourn any meeting from time to time (or indefinitely) and from place to place as he shall determine. However, without prejudice to any other power which he may have under these Articles or at common law, the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

**24     *Notice of adjourned meeting***

Where a meeting is adjourned indefinitely the Board shall fix the time and place for the adjourned meeting. Whenever a meeting is adjourned for 14 days or more or indefinitely, 7 clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

**25     *Business of adjourned meeting***

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

**Voting**

**26     *Method of voting***

At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded.

Subject to the provisions of the Act, a poll may be demanded by:

- (a) the Chairman of the meeting, or
- (b) by at least 3 members present in person or by proxy having the right to vote at the meeting; or
- (c) a member or members present in person or by proxy representing not less than one tenth of the voting rights of all the members having the right to vote at the meeting,

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

27. ***Chairman's declaration conclusive on show of hands***

Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of it without proof of the number or proportion of the votes recorded in favour of or against such resolution.

28 ***Objection to error in voting***

No objection shall be raised to the qualification of any voter or to the counting of or failure to count any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that it is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

29. ***Amendment to resolutions***

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special resolution no amendment to it (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on.

30 ***Procedure on a poll***

30.1 No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

30.2 A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded as the Chairman shall direct. The Chairman may, and if so directed by the meeting shall, appoint scrutineers who need not be members and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll

shall be deemed to be the resolution of the meeting at which the poll was demanded

- 30.3 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 30.4 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Article 26 may demand a poll.
- 30.5 On a poll votes may be given in person or by proxy or (in the case of a corporate member) by a duly authorised representative. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

### 31 *Votes of members*

- 31.1 Subject to the provisions of the Act and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting every member who (being an individual) is present in person, by proxy or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote shall on a show of hands and on a poll have one vote.
- 31.2 If 2 or more persons are joint members, then in voting on any question the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register.
- 31.3 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six months from the circulation date (as defined in Section 290 Companies Act 2006).

### 32 *Restriction on voting rights*

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting either in person or by proxy or to exercise any right as a member unless all sums presently payable by him to the Company have been paid to the Company.

33. ***Voting by proxy***

Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit or receipt of an instrument or appointment of proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it

34. ***Form of proxy***

(a) The appointment of a proxy shall be in the following form:

"I

"a member of

"hereby appoint

"of

"and failing him,

"of

"to vote for me and on my behalf at the (Annual, or adjourned, as the case may be) General Meeting of the Shaw Trust Limited to be held on the                      day of                      and at every adjournment thereof

"As witness my hand this                      day of                      200\*"

(b) or in such other form as the Board may approve executed by or on behalf of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, under its common seal or under the hand of some officer or attorney duly authorised in that behalf;

(c) be deemed (subject to any contrary direction contained in it) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit, but shall not confer any further right to speak at the meeting except with the permission of the Chairman;

(d) unless the contrary is stated in it be valid as well for any adjournment of the meeting as for the meeting to which it relates; and

(e) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.



35. ***Deposit of proxy***

The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board shall

- (a) in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote,
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purposes of receiving electronic communications:
  - (i) in the notice convening the meeting, or
  - (ii) in any instrument of proxy sent out by the company in relation to the meeting, or
  - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

- (c) in the case of a poll taken more than 48 hours after it is demanded be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting;

and an appointment of proxy not deposited, delivered or received in a manner so permitted shall be invalid. No appointment of a proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date

36. ***Revocation of proxy***

A vote given or poll demanded in accordance with the terms of an appointment of proxy shall be valid notwithstanding the death or mental

disorder of the principal or the revocation of the instrument of proxy or of the authority under which the appointment of proxy was executed or the transfer of the share in respect of which the appointment of proxy is given unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as has been appointed for the deposit of instruments of proxy or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

37. ***Corporate representative***

A corporation (whether or not a company within the meaning of the Act) which is a member may by resolution of its Trustees or other governing body, authorise such person as it thinks fit to act as its representative (or as the case may be, representatives) at any meeting of the Company. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it and all references to attendance and voting in person shall be construed accordingly.

**Appointment and retirement of Trustees**

38. ***Number of Trustees***

The number of Trustees shall be not less than 6 and no more than 15

39. ***Power of Company to appoint Trustees***

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a Trustee, either to fill a vacancy, or as an addition to the existing Board and may also determine the rotation in which any additional Trustees are to retire, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles.

40. ***Power of Board to appoint Trustees***

40.1 Without prejudice to the power of the Company to appoint any person to be a Trustee pursuant to these Articles the Board shall have power at any time to appoint any person who is willing to act as a Trustee, either to fill a vacancy or as an addition to the existing Board, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles. Subject to below, any Trustee so appointed shall hold office only until the annual general meeting of the

Company next following his appointment and shall then be eligible for re-election but shall not be taken into account in determining the number of Trustees who are to retire by rotation at that meeting. If not re-appointed at that annual general meeting, he shall vacate office at its conclusion.

**41     *Eligibility of new Trustees***

No person other than a Trustee retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a Trustee at any general meeting unless he is a member of the Company and

- (a)    he is recommended by the Board; or
- (b)    not less than 7 nor more than 35 clear days before the date appointed for the meeting, notice duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Trustees together with notice executed by that person of his willingness to be appointed or re-appointed is lodged at the Office

**42.    *Non-voting Members of the Board***

42.1    The Chairman of any committee set up by the Board pursuant to Article 51 if not a Trustee, may sit on the Board as a non-voting Trustee and will not be counted in the quorum or in the number of Trustees set out in Article 38.

42 2    The Board may at any time appoint any person whether a Trustee or not to be Presidents or Vice Presidents of the Company. Such persons will be entitled to sit on the Board and speak at meetings but if they do not hold office as Trustee as well they will not be entitled to vote and will not be counted in the quorum or in the number of Trustees set out in Article 38.

**43.    *Retirement by Rotation***

43.1    At every annual general meeting one third of the Trustees who are subject to retirement by rotation or, if their number is not 3 or a multiple of 3, the number nearest to but not exceeding one third shall retire from office by rotation provided that if there is only one Trustee who is subject to retirement by rotation, he shall retire

43 2    Subject to the provisions of the Act, the Trustees to retire by rotation shall include (so far as is necessary to obtain the number required) any Trustee who wishes to retire and not to offer himself for re-election.

Any further Trustees so to retire shall be those of the other Trustees subject to retirement by rotation who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed Trustees on the same day those to retire shall be those who have been longest in office since their first appointment. A Trustee who retires (whether by rotation or otherwise) shall be eligible for re-election and may, if willing to act, be re-appointed. The Trustees to retire on each occasion (both as to numbers and identity) shall be determined by the composition of the Trustees at the date of the notice convening the annual general meeting and no Trustee shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the Trustees or the appointment of him or any of them to be a Trustee after the date of the notice but before the close of the meeting.

- 43.3 If the Company, at the meeting at which a Trustee retires by rotation, does not fill the vacancy created by his retirement the retiring Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost or if the retiring Trustee has given notice in writing to the Company that he is unwilling to be re-elected or where such Trustee has attained any retirement age applicable to him as a Trustee.
- 43.4 The retirement of any Trustee retiring at a general meeting in accordance with this Article shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Trustee or a resolution for his re-election is put to the meeting and lost in which case the retirement shall take effect at the time of election of his replacement or the time of the losing of that resolution as the case may be. A retiring Trustee who is re-elected or deemed to have been re-elected will continue in office without a break.

44. ***Removal by ordinary resolution***

The Company may by ordinary resolution of which special notice has been given in accordance with the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles and the Company, may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a Trustee in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Trustee is to retire by rotation, as if he had become a Trustee on the day on which the person in whose place he is appointed was last appointed or re-appointed a Trustee. In default of such appointment the vacancy arising upon the removal of a Trustee from office may be filled by a casual vacancy.

45     *Vacation of office by Trustee*

The office of a Trustee shall be vacated if

- (a) he resigns by notice in writing delivered to the Secretary at the Office or tendered at a Board meeting in which event he shall vacate that office on the service of that notice on the Company or at such later time as is specified in the notice or he offers in writing to resign from his office and the Trustees resolve to accept such offer,
- (b) he ceases to be a Trustee by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a Trustee;
- (c) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order under Section 253, Insolvency Act 1986 in connection with a voluntary arrangement under that Act,
- (d) an order is made by any court of competent jurisdiction (whether in the United Kingdom or elsewhere) on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force in the United Kingdom relating to mental disorder or, in any other territory, in pursuance of an application for admission under analogous legislation or regulations and the Board resolves that his office be vacated;
- (e) he shall be absent, without the permission of the Board, from Board meetings for 6 consecutive months and the Board resolves that his office be vacated,
- (f) he is requested to resign by notice in writing addressed to him at his address as shown in the register of Trustees and signed by all the other Trustees;
- (g) he is convicted of an indictable offence and the Trustees shall resolve that it is undesirable in the interests of the Company that he remains a Trustee of the Company, or
- (h) if he ceases to be a member of the Company

46. ***Resolution as to vacancy conclusive***

A resolution of the Board declaring a Trustee to have vacated office under the terms of Article 45 shall be conclusive as to the fact and grounds of vacation stated in the resolution

**Trustees' remuneration and expenses**

47 ***Trustees fees***

Except to the extent permitted by clause 5 of the memorandum of association of the Company, the Trustees shall not be entitled to any salary, remuneration or other benefit in money or money's worth from the Company

48. ***Expenses***

Each Trustee shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Trustee, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings of the Company.

**Powers and duties of the Board**

49 ***Powers of the Board***

Subject to the provisions of the Act, the Charities Acts, the memorandum of association of the Company and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company in fulfilment of the Company's objects. No alteration of the memorandum of association or of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.

50 ***Powers of Trustees being less than minimum number***

If the number of Trustees is less than the minimum for the time being prescribed by these Articles the remaining Trustee or Trustees shall act only for the purposes of appointing an additional Trustee or Trustees to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there are no Trustee or Trustees able or willing to act, any member may summon a general meeting for the purpose of appointing Trustees. Subject to the provisions of these Articles, any additional Trustee so appointed shall hold office only until the dissolution of the annual general meeting of the

Company next following such appointment unless he is re-elected during such meeting

**51     *Delegation to committees***

51 1     The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Trustees and (if thought fit) one or more other persons provided that

- (a)     a majority of the members of a committee shall be Trustees; and
- (b)     only the members of the committee who are Trustees shall be counted towards any quorum and be entitled to vote on any resolution of a committee.

51 2     The Board may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with 2 or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

51.3     Every committee set up under this Article shall cause minutes to be kept for every meeting and such minutes shall be provided to the Chairman of the Board within 7 days of the committee meeting.

**52     *Signature of cheques etc***

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time by resolution determine.

**53.     *Exercise of voting power***

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised by the Company in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the

appointment of any Trustee as a Trustee or other officer or employee of such company or in favour of the payment of remuneration to the Trustees, officers or employees of such company)

54 ***Borrowing powers***

Subject as provided in the memorandum of association of the Company, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking property and assets (present or future) of the Company.

**Proceedings of Trustees and Committees**

55. ***Board meetings***

55.1 Subject to the provisions of these Articles, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit

55.2 The Board shall meet not less than 3 times a year

56. ***Notice of Board meetings***

The Chairman may, or on the request of one quarter of the Trustees the Secretary shall summon a Board meeting at any time. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Trustee may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Trustee who is absent from the United Kingdom unless he has requested the Board in writing that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom notified to the Company for this purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom at that address.

57 ***Quorum***

57.1 The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be 3 persons, each being a Trustee or one third (to the nearest whole number) of the total number of Trustees from time to time, whichever is greater. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions for the time being vested in or exercisable by the Board. Any Trustee who ceases to be a Trustee at a meeting of the Board may continue to be present and to act as a Trustee and be counted in the quorum until the termination of the meeting of the



Board if no Trustee objects and if otherwise a quorum would not be present.

- 57.2 The quorum for at least one Board meeting per year must be made up of Trustees who are present in person at the same place as each other and for such a meeting Article 60 will not apply

58. ***Chairman of Board***

The Board shall appoint a Chairman of the Board and shall determine the period for which he is to hold office and may at any time remove him from office. If no such Chairman is elected or if at any meeting the Chairman is not present within 5 minutes of the time appointed for holding the same, the Vice Chairman shall take the chair. If the Vice Chairman is not present or if there is no Vice Chairman appointed, then the Trustees present shall choose one of their number to be Chairman of such meeting.

59 ***Voting***

Questions arising at any meeting shall be determined by a majority of votes

60 ***Participation by telephone***

Any Trustee may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. Subject to Article 57.2, a person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that 3 or fewer than 3 Trustees are physically present at the same place.

61 ***Resolution in writing***

- 61.1 A resolution in writing executed by all the Trustees for the time being entitled to receive notice of a Board meeting and not being less than a quorum or by all the members of a committee of the Board for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution may consist of

several documents in the same form each executed by one or more of the Trustees or members of the relevant committee, including executions evidenced by means of facsimile transmission

- 61.2 For such a resolution to be effective it shall not be necessary for it to be signed by a Trustee who is prohibited by these Articles from voting thereon

62. ***Minutes of proceedings***

- 62.1 The Board shall cause minutes to be made in books kept for the purpose of recording:

- (a) all appointments of officers and committees made by the Board;
- (b) the names of Trustees present at every meeting of the Board or a committee of the Board and all orders, resolutions and proceedings of such meetings; and
- (c) all orders, resolutions and proceedings of general meetings of members

- 62.2 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting (which in the case of minutes of a general meeting can be a succeeding general meeting or board meeting) or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof

63. ***Validity of proceedings***

All acts done by a meeting of the Board or of any committee of the Board or by any person acting as a Trustee or member of a committee shall, as regards all persons dealing in good faith with the Company notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Trustee or member and had been entitled to vote or as if the delegation had continued in full force and effect.

64. ***Trustees' interests***

Except to the extent provided in clause 5 of the Company's memorandum of association and Articles 82 and 83, a Trustee may not be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,

either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise.

**65. *Chairman's ruling conclusive on Trustee's interest***

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of a Trustee's interest (other than the Chairman's interest) or as to the entitlement of any Trustee (other than the Chairman) to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum such question (unless the Trustee concerned is the Chairman in which case Article 66 shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Trustee concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Trustee has not been fairly disclosed.

**66. *Trustees' resolution conclusive on Chairman's interest***

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Trustees or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Chairman has not been fairly disclosed.

**67 *Execution of Deeds***

A document signed by a Trustee and by the Secretary or by 2 Trustees and expressed (in whatever form of words) to be executed by the Company as a deed shall have the same effect as if it were executed under a seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.

**Secretary**

**68. *The Secretary***

- 68.1 Subject to the provisions of the Act, the Board shall appoint a Secretary or joint Secretaries and shall have power to appoint one or more persons to be an assistant or deputy Secretary at such

remuneration and on such terms and conditions as it thinks fit and any Secretary so appointed may be removed by them but without prejudice to any claim for damages for breach of any contract of services between him and the company. No person shall be appointed to hold the salaried position of Secretary who is a Trustee of the Company or a corporation in which a Trustee of the Company is interested.

- 68.2 Any provision of the Act, the Charities Acts or of these Articles requiring or authorising a thing to be done by or to a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as or in place of the Secretary.

## **Accounts**

### **69     *Accounting records***

The Board shall cause accounting records to be kept in accordance with the Act and shall keep such other books and registers as are necessary to comply with the Act

### **70     *Inspection of records***

The accounting records shall be kept at the registered office or (subject to the Act) at such other place in the United Kingdom as the Board thinks fit. No member (other than a Trustee) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the Court, by the Board or by ordinary resolution of the Company. These records shall always be open for inspection by officers of the Company.

### **71.    *Accounts to be sent to members***

A printed copy of the Trustees' and Auditors' reports accompanied by printed copies of the annual accounts (including every document required by law to be comprised in them or annexed or attached to them) shall not less than 14 clear days before a meeting before which they are to be laid, be delivered or sent by post to every member of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings. However, this Article shall not require a copy of those documents to be sent to any person who under the provisions of these Articles is not entitled to receive notices from the Company or of whose address the Company is unaware. Any member to whom such documents are sent shall be entitled to receive a further copy, free of charge, on application to the Office. If no meeting is held at which accounts are to be laid, documents shall be sent to all those entitled to them within the timescales set out in the Act.

**72     *Annual Report to Charity Commission***

The Trustees shall comply with their obligations under the Charities Act with regard to the preparation of an annual report and its transmission to the Commissioners.

**73.     *Validity of Auditors' acts***

Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regard all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

**Notices**

**74     *Notice to be in writing***

Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Trustees) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. Nothing in Articles 74 to 78 shall affect any requirements of the Act that any particular offer, notice or other document be served in any particular manner.

**75.     *Service of notice on members***

75.1   The Company may give any notice or document to a member, either personally or by sending it by post or other delivery service in a first-class prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member

75.2   In the case of joint members all notices or documents shall be given to the joint holder whose name stands first in the Register in respect of the joint membership. Notice so given shall be sufficient notice to all the joint members.

75.3   Where a member (or in the case of joint members the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to him or an address to which notices may be sent using electronic communications, he shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice or document from the Company.

75.4   If on 3 consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his

address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices.

- 75 5 Any notice to be given to a member may be given by reference to the Register as it stands at any time within the period of fifteen days before the notice is given and no change in the Register after that time shall invalidate the giving of the notice

76 ***Evidence of service***

- 76 1 Any member present, in person or by proxy at any meeting of the Company shall be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was called.

- 76.2 Any notice certificate or other document, addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, or contained in an electronic communication be deemed to have been given at the expiration of 48 hours after the envelope was posted or, in the case of a notice contained in an electronic communication, after the time it was sent. In proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Any notice, certificate or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day on which it was so delivered or left.

77 ***Notice by advertisement***

Any notice to be given by the Company to the members or any of them and not otherwise provided for by these Articles shall be sufficiently given if given by advertisement in at least one leading daily national newspaper published in the United Kingdom. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.

78. ***Suspension of postal services***

If at any time by reason of the threat of or of the suspension, interruption or curtailment of postal services within the United Kingdom, the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a

notice advertised in at least 2 leading daily national newspapers. This notice shall be deemed to have been duly served on all members entitled to it at noon on the day on which the first of such advertisements appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

## **Winding Up**

### **79     *Division of assets***

The provision of clauses 7 and 8 of the Company's memorandum of association relating to the winding up or dissolution of the Company shall have effect and be observed as if they were repeated in these Articles.

## **Indemnity**

### **80     *Right to indemnity***

Subject to the provisions of the Act but without prejudice to any indemnity to which he may be otherwise entitled, every Trustee, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to them including (without prejudice to the generality of the foregoing) any liability incurred defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

### **81.    *Power to insure***

Subject to the provisions of the Act and clause 5 of the Company's memorandum of association, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Trustee or other officer, employee of the Company indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee, officer or employee

## **82. *Conflicts of interest***

82.1 The provisions of clause 5.2 of the Company's memorandum of association shall have effect and be observed as if they were repeated in these Articles

82.2 A Trustee has a duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity). A reference to a conflict of interest in these Articles includes a conflict of interest and duty and a conflict of duties.

82.3 Article 82.2 does not apply to a conflict of interest arising in relation to the following transactions or arrangements with the Company and which the Trustees resolve are in the best interests of the Company:

- (a) any transaction or arrangement mentioned in clause 5.2 of the Company's memorandum of association;
- (b) any transaction or arrangement with another charity of which the Trustee is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Company and which does not confer a personal benefit on the Trustee;
- (c) any transaction or arrangement with a company limited by shares which is wholly owned by the Company (or the Company and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and
- (d) any transaction or arrangement with a company limited by guarantee which is wholly owned by the Company (or the Company and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee.

82.4 This Article applies to situations arising on or after 1 October 2008 (or such other date as section 175 Companies Act 2006 comes into force).

82.5 In this Article and in Article 83, a Trustee will be connected with another body or person if that body or person would be a "connected person" within the meaning of Schedule 5 Charities Act 1993.

## **83 *Authorisation of conflicts***

83.1 The Trustees may authorise a matter or situation in which a Trustee has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company but only if:



- (a) the interest is one that will not confer a personal benefit on the Trustee or any person connected with that Trustee at the expense of the Company to an extent greater than that permitted by clause 5.2;
- (b) the Trustees act in what they consider is in the best interests of the Company; and
- (c) the Trustee who has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity must withdraw from any meeting of the Trustees at which any such matter or situation arises, may not be counted towards the quorum of that part of the Trustees' meeting and may not vote on the matter or situation under discussion.