

Company Number 02450180

Circulation Date 28th November .. 2018

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

ARDEN UNIVERSITY LIMITED

(the "**Company**")

Pursuant to Chapter 2 of Part 13 of The Companies Act 2006 (the "**Act**"), the directors of the Company propose that resolution 1 set out below be passed as a special resolution and resolution 2 set out below be passed as an ordinary resolution (the "**Resolutions**")

SPECIAL RESOLUTION

- 1) THAT the articles of association of the Company adopted by special resolution passed by way of written resolution on 10 October 2016 (and annexed to this resolution) be amended by the insertion, or, as the case may be, replacement, of the new Defined Terms set out below at Article 2(1) and the following provisions as new Articles 34A and 34B respectively:

Defined Terms:

- | | |
|---------------------------------------|---|
| "Business Day" | means a day (other than a Saturday or Sunday) when banks in the City of London are open for business; |
| "Ordinary Shares" | means the ordinary shares of £1.00 each in the share capital of the Company; |
| "Redeemable Preference Shares" | means the redeemable preference shares of £1 00 each in the capital of the Company; |



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"Share" means a share in the capital of the Company of whatever class and **"Shares"** shall be construed accordingly,

34A: SHARE CAPITAL

The rights attaching to the respective classes of Shares shall be as follows

Dividends

- 34A 1 Ordinary Shares shall confer on the holder thereof the right to receive dividends in respect of their holding of Ordinary Shares
- 34A 2 The Redeemable Preference Shares shall not entitle the holder thereof any right to receive dividends in respect of their holding of Redeemable Preference Shares.

Voting

- 34A 3 On a show of hands every holder of Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a representative or present by proxy (not being himself a Shareholder) shall (except as hereinafter provided) have one vote
- 34A 4 On a poll every holder of Ordinary Shares who is present in person or by proxy or (being a corporation) is present by a representative shall have one vote for every Ordinary Share he holds
- 34A 5 Subject to Article 34A 6, the Redeemable Preference Shares shall not entitle the holders thereof to attend or vote at any general meeting of the Company in respect of their holding of Redeemable Preference Shares
- 34A 6 A holder of Redeemable Preference Shares shall be entitled to receive notice of, and to attend and vote at any general meeting of the Company in respect of their holding of Redeemable Preference Shares if at the date of the relevant meeting
 - 34A.6.1 the Company has failed to redeem any of the Redeemable Preference Shares on their due date for redemption (irrespective of whether such redemption is prohibited by these Articles), or
 - 34A 6.2 the business of the meeting includes a resolution for the liquidation of the Company (save for a solvent liquidation previously consented to by the holders of the Redeemable Preference Shares) or which

varies, modifies, alters or abrogates any of the rights attaching to the Redeemable Preference Shares.

Where this Article 34A.6 applies, on a show of hands every holder of Redeemable Preference Shares who (being an individual) is present in person or (being a corporation) is present by a representative or present by proxy (not being himself a Shareholder) shall (except as hereinafter provided) have one vote, and on a poll, every holder of Redeemable Preference Shares who is present in person or by proxy or (being a corporation) is present by a representative shall have one vote for every Redeemable Preference Share he holds.

Capital

34A.7 On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in paying to the holders of Shares in the following order of priority:

34A.7.1 first, in paying to the holders of the Redeemable Preference Shares in respect of each Redeemable Preference Share held the par value of that Redeemable Preference Share and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Redeemable Preference Shares pro rata to the aggregate amounts due under this Article in respect of each such Redeemable Preference Share held by such Shareholders out of the aggregate Redeemable Preference Shares then in issue; and

34A.7.2 thereafter, in distributing the balance among the holders of the Ordinary Shares in respect of each Ordinary Share held pro rata to the number of Ordinary Shares held by such Shareholders out of the aggregate Ordinary Shares then in issue.

34B: REDEMPTION OF THE REDEEMABLE PREFERENCE SHARES

34B.1 Subject to Article 34B.4, a holder of Redeemable Preference Shares may at any time upon giving not less than 20 Business Days' notice in writing to the Company, redeem all or any of the Redeemable Preference Shares so held by that Shareholder. A shorter period of notice may be given by the relevant holder of Redeemable Preference Shares to redeem its Shares, provided it has obtained the prior written consent of the Board to such shorter period of notice,

- 34B 2 Subject to Article 34B.4, the Company shall pay on each Redeemable Preference Share redeemed an amount equal to the par value of the Redeemable Preference Share,
- 34B.3 Subject to Article 34B.4, on each date fixed for any redemption of Redeemable Preference Shares, the Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of the Redeemable Preference Shares which are to be redeemed on that date, the amount payable in respect of such redemption. Payment of those amounts shall be subject to the relevant Shareholder delivering to the Company for cancellation the certificate(s) for those Shares or an indemnity in a form reasonably satisfactory to the Company in respect of any missing Share certificate. If any Share certificate delivered to the Company includes any Shares not redeemable at that time, the Company shall issue to the holder at the same time a fresh certificate for those Shares. Any redemption of Redeemable Preference Shares shall take place at the registered office of the Company.
- 34B 4 Any redemption of Redeemable Preference Share shall be subject to the Company complying with all of the following conditions and obligations:
- 34B 4.1 any restrictions and conditions set out in the CA 2006, and
- 34B 4.2 any obligations and requirements prescribed by the Office for Students (and any successors thereto) in respect of maintenance of capital (with such compliance determined by the Board, acting reasonably).
- 34B 5 If the Company is permitted by the CA 2006 and the restrictions set out in these Articles to redeem only some of the Redeemable Preference Shares which would otherwise fall to be redeemed at that time, the Company shall only redeem that number of such Shares that it can so redeem at that time. The Company shall redeem, as soon thereafter as it may do so, all the remaining Redeemable Preference Shares which should otherwise have been redeemed, and pending such redemption, shall not pay any dividend.
- 34B 6 If any Shareholder on the redemption of any of their Redeemable Preference Shares fails to deliver to the Company all the documents referred to in Article 34B 3 on the redemption of any of their Redeemable Preference Shares, the Company may retain the redemption money until it receives those documents.

ORDINARY RESOLUTION

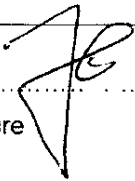
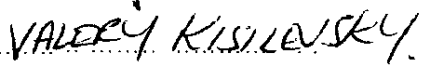
- 2) THAT, subject to the passing of resolution (1) above, in accordance with section 551 of the Act, the directors of the Company (the "**Directors**") be generally and unconditionally authorised to allot Redeemable Preference Shares of £1.00 each in the Company up to an aggregate nominal amount of £12,600,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

[Signature page follows]

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being the person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

 Signature  Print Name A director on behalf of AU Bidco Limited	Date of signature <u>28/11</u> 2018
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NOTES

- 1 If you agree with the Resolutions, 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:** delivering the signed copy to the registered office of the Company
- **Post:** returning the signed copy by post to the registered office of the Company
- **Fax:** faxing the signed copy to the fax number on any covering letter accompanying this document (if any) marked for the attention of the signatory of any such covering letter (if any)

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

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

Company No. 2450180

Articles of Association of Arden University Limited

Adopted by special/written resolution passed on 10 October 2016 as amended by special/written resolution passed on 28 November 2018

CONTENTS

Clause	Page
1 PRELIMINARY	4
2 INTERPRETATION	4
DEFINED TERMS	4
3 OBJECTS	7
4 POWERS	7
5 LIMITED LIABILITY	11
6 DIRECTORS' GENERAL AUTHORITY	11
7 DIRECTORS' GENERAL POWER	11
8 DIRECTORS' MAY DELEGATE	11
9 SHAREHOLDERS' RESERVE POWER	12
11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY	12
12 UNANIMOUS DECISIONS	12
13 CALLING A DIRECTORS' MEETING	12
14 PARTICIPATION IN DIRECTORS' MEETING	13
15 QUORUM FOR DIRECTORS' MEETINGS	13
16 CHAIRING OF DIRECTORS' MEETINGS	13
17 CASTING VOTE	14
18 CONFLICTS OF INTEREST	14
19 RECORDS OF DECISIONS TO BE KEPT	16
20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES....	16
21 APPOINTMENT OF DIRECTORS	16
22 TERMINATION OF DIRECTOR'S APPOINTMENT	16
23 DIRECTORS' REMUNERATION	17
24 DIRECTORS' EXPENSES	18
25 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	18
26 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	18
27 ALTERNATE DIRECTORS VOTING AT DIRECTORS' MEETINGS	19
28 TERMINATION OF ALTERNATE DIRECTORSHIP	19
29 ACADEMIC BOARD	19
30 LEARNING AND TEACHING COMMITTEE	20
31 APPOINTMENT, REMOVAL AND ROLE OF THE CHIEF EXECUTIVE	20
32 CLOSURE OF A PROGRAMME	21
SHARES	21
33 ISSUES	21
34 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	21
35 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	22
36 SHARE CERTIFICATES	22
37 REPLACEMENT SHARE CERTIFICATES	22
38 COMPANY'S LIEN OVER SHARES	22
39 ENFORCEMENT OF THE COMPANY'S LIEN	23
40 CALL NOTICES	23
41 LIABILITY TO PAY CALLS	24
42 FAILURE TO COMPLY WITH CALL NOTICE AUTOMATIC CONSEQUENCES	24

43	WHEN CALL NOTICE NEED NOT BE ISSUED	25
44	NOTICE OF INTENDED FORFEITURE	25
45	DIRECTORS' POWER TO FORFEIT SHARES	25
46	EFFECT OF FORFEITURE	25
47	PROCEDURE FOLLOWING FORFEITURE	26
48	SURRENDER OF SHARES	27
49	SHARE TRANSFERS	27
50	TRANSMISSION OF SHARES	27
51	EXERCISE OF TRANSMITEES' RIGHTS	28
52	TRANSMITTEES BOUND BY PRIOR NOTICES	28
53	PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES	28
54	PROCEDURE FOR DECLARING DIVIDENDS	29
55	CALCULATION OF DIVIDENDS	29
56	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	29
57	DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY	30
58	NO INTEREST ON DISTRIBUTIONS	30
59	UNCLAIMED DISTRIBUTIONS	31
60	NON-CASH DISTRIBUTIONS	31
61	WAIVER OF DISTRIBUTIONS	31
62	CAPITALISATION OF PROFITS	31
	ORGANISATION OF GENERAL MEETINGS	32
63	SHAREHOLDERS CAN CALL GENERAL MEETING IF NOT ENOUGH DIRECTORS	32
64	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	32
65	QUORUM FOR GENERAL MEETINGS	33
66	CHAIRING GENERAL MEETINGS	33
67	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON- SHAREHOLDERS	33
68	ADJOURNMENT	34
	VOTING AT GENERAL MEETINGS	34
69	VOTING. GENERAL	34
70	ERRORS AND DISPUTES	34
71	POLL VOTES	35
72	SHAREHOLDERS WITH A MENTAL DISORDER.. . . .	35
73	FORM OF PROXY NOTICES	35
74	DELIVERY OF PROXY NOTICES	36
75	VALIDITY OF VOTES BY PROXIES AND CORPORATE REPRESENTATIVES	37
76	AMENDMENTS TO RESOLUTIONS....	37
77	NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY	38
	ADMINISTRATIVE ARRANGEMENTS	38
78	SECRETARY	38
79	MEANS OF COMMUNICATION TO BE USED	38
80	COMPANY SEALS	39
81	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	39
82	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	39
	DIRECTORS' INDEMNITY AND INSURANCE	39
83	INDEMNITY	39
84	INSURANCE	40

COMPANIES ACT 2006
Arden University Limited
ARTICLES OF ASSOCIATION

1 PRELIMINARY

None of the articles in the model articles for a private company limited by shares set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 shall apply to the Company

2 INTERPRETATION

DEFINED TERMS

2.1 In the Articles, unless the context requires otherwise

"Academic Board"	means the body referred to in Article 29
"Alternate director" or alternate	has the meaning given in Article 25
"Appointor"	has the meaning given in Article 25
"Articles"	these Articles of Association as originally adopted or altered or varied from time to time (and Article means one of these Articles)
"Authenticated"	has the meaning given in section 1146 CA 2006
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
"Board"	the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened meeting of Directors at which a quorum is present
"Board Meeting"	a meeting of the Board as from time to time convened in accordance with these Articles
"CA 2006"	the Companies Act 2006 (to the extent for the time being in force)
"Call" or "Call Notice"	have the meanings given in Article 40
"Chair of the Meeting"	has the meaning given in Article 66

"Chair"	has the meaning given in Article 16
"Clear Days"	in relation to the period of a notice means 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
"Company's Lien"	has the meaning given in Article 38
"Conflict of Interest"	includes a conflict of interest and duty and a conflict of duties
"Companies Acts"	the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the Company
"Decision-making Process"	includes a Directors' meeting or part of a Directors' meeting
"Director"	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 56
"Document"	includes, unless otherwise specified, any document sent or supplied in electronic form
"Electronic Form"	has the meaning given in section 1168 CA 2006
"Eligible Director"	a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of the particular matter)
"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 CA 2006
"Holder"	in relation to shares means the person whose name is entered in the register of members

	as the holder of the shares
"Instrument"	a document in hard copy form
"Interest"	a direct or an indirect interest and interested shall be construed accordingly
"Learning & Teaching Committee"	means the body referred to in Article 30
"Lien Enforcement Notice"	has the meaning given in Article 39
"Office"	the registered office for the time being of the Company
"Partly Paid"	in relation to a share, means that part of the nominal value or any premium to be paid to the Company in respect of the share has not been paid to the Company
"Paid"	paid or credited as paid
"Participate"	in relation to a directors' meeting, has the meaning given in Article 14
"Proxy Notice"	has the meaning given in Article 73
"Secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary and references to the Secretary shall only apply for as long as the Company elects to have a secretary
"Shareholder"	a person who is the holder of a share
"Shares"	shares in the Company
"Special Resolution"	has the meaning given in section 283 CA 2006
"Subsidiary"	has the meaning given in section 1159 CA 2006 and in interpreting section 1159 CA 2006 for the purposes of these Articles, a company is to be treated as a member of a subsidiary even if its shares are registered in the name of (i) a nominee, or (ii) any party holding security over those shares, or that secured party's nominee

"Transaction or Arrangement"	an actual or a proposed transaction or arrangement
"Transmittee"	a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law
"Writing"	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 CA 2006 as in force on the date when these Articles become binding on the Company

3 **OBJECTS**

- 3 1 The Company's objects are the advancement of education and training in the United Kingdom and/or in Europe or worldwide and in particular to provide professional education and training whether or not leading to a degree or qualification or award whether of the Company or of a third party or dual or joint degrees, awards or qualifications recognised by any competent body, such education and training to be provided by means of full-time, part-time, modular or other types of courses, lectures, seminars, conferences, training, e-learning, distance learning, blended learning or other forms of teaching and learning now or in the future devised

4 **POWERS**

- 4 1 In furtherance of such objects but not otherwise the Company may
- 4 1 1 guarantee or give security for the payment or performance of any contracts, debts, or obligations of any person, company or firm, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to give any guarantee, security or indemnity
- 4 1 2 take on lease, purchase or in exchange, hire or otherwise acquire and hold for any interest or estate any buildings, lands, easements, privileges, rights, concessions, patent rights, patents, secret processes, licences, machinery, plant, stock-in-trade, and any real or personal property of any kind convenient or necessary for the purpose of or in connection with the Company's business or any department or branch thereof
- 4 1 3 apply for, purchase or otherwise acquire and hold any patents, licences, concessions, brevets d'invention, copyrights and the like,
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conferring any right to use or publish any secret or other information and to use, develop, exercise, or grant licences in respect of the property, rights and information so acquired

- 4 1 4 erect, build, construct, or reconstruct, lay down, alter, enlarge and maintain any factories, buildings, works, shops, stores, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the construction, erection and maintenance of any of the aforesaid.
- 4 1 5 subscribe for, take, purchase or otherwise acquire and hold, sell, deal with or dispose of any share, stocks, debentures, debenture stocks, bonds, obligations and securities, guaranteed by any Company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations and securities guaranteed by any Government or Authority, Municipal, Parochial, Local or otherwise, within and without the United Kingdom and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to enforce and exercise all rights and powers conferred by the ownership thereof
- 4 1 6 promote by way of advertising the products and services of the Company in any manner and to reward customers or potential customers and to promote and take part in any scheme likely to benefit the Company
- 4 1 7 borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present or future) and the uncalled capital for the time being of the Company or by the creation and issue of debenture stocks, debentures or other obligations or securities of any description
- 4 1 8 support, guarantee and/or secure either with or without consideration the payment of any debenture stock, debentures, dividends, shares or moneys or the performance of engagements or contracts of any other Company or person and in particular (but without prejudice to the generality of the foregoing) of any Company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act, 1985 or another subsidiary, as defined by the said section, of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and

to enter into partnership or any joint purse arrangement with any person, persons, firm or company

- 4 1 9 make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the stocks, shares or securities of any company of or in which the Company is a member or is otherwise interested
 - 4 1 10 take part in the management, formation, control or supervision of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, experts or agents.
 - 4 1 11 employ experts to examine and investigate into the character, prospects, value, condition and circumstances of any undertakings and business concerns and generally of any property, assets or rights.
 - 4 1 12 draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments, to receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others
 - 4 1 13 promote or establish or concur in promoting or establishing any other company whose objects shall include the taking over of or the acquisition of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to hold, acquire, dispose of stocks, shares or securities issued by or any other obligations of any such company
 - 4.1.14 deal with and invest the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve
 - 4.1.15 accept payment for any rights or property sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in partly or fully paid-up shares or stock of any corporation or company, with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or in mortgages or debentures or other securities of any corporation or company or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any stock, shares or securities so acquired
 - 4 1 16 enter into any partnership or amalgamate with or enter into any arrangement for sharing profits, interests, or co-operative or enter into co-operation with any company, person or firm carrying on or
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proposing to carry on any business within the objects of this Company or which is capable of being carried on so as to benefit this Company, whether directly or indirectly and to acquire and hold, deal with, sell or dispose of any stock, shares or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, otherwise assist or subsidise, any such company

- 4.1 17 pay for any right or property acquired by the Company either in cash or partly or fully paid-up shares with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or by any securities which the Company has power to issue, and generally on such terms and conditions as the Company may determine
- 4.1 18 develop, improve, manage, sell, turn to account, let on rent, royalty, exchange, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner dispose of or deal with the undertaking and all or any of the assets and property for the time being of the Company for such consideration as the Company may think fit
- 4.1 19 acquire, purchase, take over and undertake part or all of the business, property, assets, liabilities and engagements of any firm, person or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests generally
- 4.1.20 aid in the support and establishment of any educational, scientific, religious or charitable institutions or trade associations or societies, whether such associations, societies or institutions be solely connected with the business carried on by the Company or its predecessors in business or not, and to maintain and institute any club, society or other organisation
- 4.1 21 grant pensions, gratuities, allowances and bonuses to employees or ex-employees, officers or ex-officers of the Company or its predecessors in business or the dependents of such persons and to maintain and establish or concur in maintaining funds, trusts or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons or their dependents as aforesaid
- 4.1 22 distribute in specie any of the shares, debentures or securities of the Company or any proceeds of sale or disposal of any property of the Company between the members of the Company in accordance with the rights, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law

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- 4 1 23 carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property
 - 4 1 24 to grant degrees, being awards referred to in section 76 of the Further and Higher Education Act 1992 (as amended, modified or re-enacted), and other academic or other diplomas, certificates or awards and distinctions of any kind or description, and to assess or otherwise examine candidates for this purpose
 - 4.1.25 to establish and run any education institution within the further or higher education or schools sector, including a university, college, faculty or school being an institution established by order of the Privy Council or by such other legal authority as may be competent from time to time for this purpose
 - 4 1 26 do all or any of the above things in any part of the world, either alone as principals, or as agents, trustees, sub-contractors or otherwise
 - 4 1 27 do all such other things as may be deemed incidental or conducive to the attainment of the above objects or them

5 **LIMITED LIABILITY**

The liability of the shareholders is limited to the amount, if any, unpaid on their shares

6 **DIRECTORS' GENERAL AUTHORITY**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

7 **DIRECTORS' GENERAL POWER**

Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to any person or committee, by any means (including by power of attorney), to any an extent, in relation to any matters or territories and on any terms and conditions as they think fit.

8 **DIRECTORS' MAY DELEGATE**

- 8.1 If the Directors so specify, any delegation under **Article 7** may authorise further delegation of the Directors' powers by any person to whom they are delegated
 - 8.2 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
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9 **SHAREHOLDERS' RESERVE POWER**

9 1 The shareholders may, subject to any agreement to the contrary with the Company by special resolution, direct the Directors to take, or refrain from taking, specified action

9 1 1 No special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. **COMMITTEES**

10 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

10 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION MAKING BY DIRECTORS

11 **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

11 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 12**

11 2 If the Company only has one Director and no provision of the Articles requires it to have more than one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making

12. **UNANIMOUS DECISIONS**

12 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

12 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.

13 **CALLING A DIRECTORS' MEETING**

13 1 Any Director may call a Directors' meeting by giving notice of the meeting to all the Directors or by authorising the Secretary (if any) to give notice

13 2 Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and, 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

13.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

13.4 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 that 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.

14. **PARTICIPATION IN DIRECTORS' MEETING**

14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with the Articles and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

14.3 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. If they do not so decide, that 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 Chair is.

15. **QUORUM FOR DIRECTORS' MEETINGS**

15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 For the purposes of any meeting (or part of a meeting) held to authorise a Director's conflict as envisaged in **Article 18.4**, if the quorum is more than one but there is only one eligible Director in office, the quorum for such meeting (or part of a meeting) shall be one Director.

15.3 The quorum for Directors' meetings is two.

15.4 If the quorum is more than one but 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 to appoint further Directors or to call a general meeting so as to enable the shareholders to appoint further Directors.

16. **CHAIRING OF DIRECTORS' MEETINGS**

16.1 The Directors shall appoint a Director to chair their meetings.

16.2 The person so appointed for the time being is known as the Chair.

16.3 The Directors may terminate the Chair's appointment at any time.

- 16 4 If the Chair 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

17. **CASTING VOTE**

- 17 1 If the numbers of votes for and against a proposal are equal, the Chair or other *Director chairing the meeting* has a casting vote

- 17 2 But this does not apply if, in accordance with the Articles, the Chair or other Director is not an eligible Director

18. **CONFLICTS OF INTEREST**

- 18.1 Subject to the provisions of the Companies Acts and to complying with **Article 18.2**, a Director notwithstanding his office:

18 1 1 may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested or in which any Company which has an interest in the Company is interested,

18 1 2 may hold any other office or place of profit under the Company (except that of auditor or of auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any that case on any terms as to remuneration and otherwise as the Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Article;

18 1 3 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 company promoted by the Company or in which the Company is otherwise interested or which has an interest in the Company, and

18 1 4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate, no transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any profit, remuneration or any other benefit constitute a breach of his duty under the Companies Acts or under the law not to accept benefits from third parties

- 18 2 Subject to **Article 18.3**, a Director shall declare the nature and extent of any interest permitted under this Article at a meeting of the Directors, or, in the case of a transaction or arrangement with the Company, in the manner set out in the Companies Acts.

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- 18 3 A Director need not declare an interest in the case of a transaction or arrangement with the Company
- 18.3.1 if, or to the extent that, the other Directors are already aware of the interest (and for this purpose the other Directors will be treated as aware of anything of which they ought reasonably to be aware), or
- 18 3 2 if, or to the extent that, it concerns the terms of his service contract (as defined in section 227 CA 2006) that have been or are to be considered by a meeting of the Directors or by a committee of the Directors appointed for the purpose under these Articles.
- 18 4 Where the existence of a Director's relationship with another person is authorised by the Board pursuant to the Companies Acts (and subject to any limits or conditions Imposed by the Board) or if **Article 18.1** applies to the relationship, the Director shall not be in breach of the general duties he owes to the Company under the Companies Acts because he
- 18.4 1 absents himself from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any matter at a meeting or otherwise,
- 18 4 2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or makes arrangements for those documents and information to be received and read by a professional adviser, or
- 18.4 3 fails to disclose to the Board or to any Director or other officer or employee of the Company any information which he obtains otherwise than as a Director and in respect of which he has a duty of confidentiality to another person, and/or fails to use or apply any information in performing his duties as a Director.
- 18 5 Subject to these Articles, the Board may cause the voting rights conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in any manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the Directors or any of them as Directors or officers of the other company or in favour of the payment of remuneration to the Directors or officers of the other company), and a Director may vote on and be counted in the quorum in relation to any of these matters
- 18 6 Except as otherwise provided in these Articles a Director is to be counted as participating in the decision-making process for quorum or voting purposes on a proposed decision of the Directors which is concerned with an actual or proposed transaction or arrangement with the Company in which that Director is interested.
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- 18.7 A Director who is interested in a transaction or arrangement with the Company in relation to the Director's own appointment to office or employment with the Company, or the variation of the terms thereof, or termination of his appointment or employment, is not to be counted as participating in the decision-making process, and is not entitled to vote on or agree to a proposal relating to it

The Company may by ordinary resolution disapply the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process

- 18.8 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting

- 18.9 Subject to **Article 18.10**, 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 Chair whose ruling in relation to any director other than the Chair is to be final and conclusive

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

19 **RECORDS OF DECISIONS TO BE KEPT**

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

20 **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how those rules are to be recorded or communicated to Directors

21 **APPOINTMENT OF DIRECTORS**

The Board shall be comprised of up to 7 persons comprising up to 4 persons appointed and removed by AU Bidco for so long as it shall be the sole shareholder of the Company, the chief executive for the time being of the Company and a minimum of 2 persons appointed as non executive directors who shall all have significant experience of higher education in the United Kingdom

22 **TERMINATION OF DIRECTOR'S APPOINTMENT**

- 22.1 A person ceases to be a Director as soon as:

- 22 1 1 that person ceases to be a Director by virtue of any provision of the CA 2006 or is prohibited from being a director by law,
- 22 1 2 a bankruptcy order is made against that person;
- 22 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 22 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 22 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- 22 1 6 notification is received by the Company from the Director that the Director is resigning from office, and that resignation has taken effect in accordance with its terms, and
- 22 1 7 he is removed from office pursuant to **Article 22.2**

22 2 Without prejudice to the powers of the Company under section 168 CA 2006 to remove a Director by ordinary resolution, a shareholder or shareholders who for the time being hold(s) more than one half of the issued ordinary shares shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director howsoever appointed Any appointment or removal shall be effected by an instrument in writing authenticated by the shareholder or shareholders making the same or (in the case of a shareholder being a corporation) authenticated on its behalf by one of its directors or its secretary and shall take effect when received at the Office.

23 **DIRECTORS' REMUNERATION**

- 23 1 Directors may, subject to the terms of these Articles undertake any services for the Company that the Directors decide but shall not be members of the Academic Board or Learning and Teaching Committee
- 23 2 Directors are entitled to any reasonable remuneration as the Directors determine for their services to the Company as Directors and for any other service which they undertake for the Company
- 23 3 Subject to the Articles, a Director's remuneration may take any form and 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.

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- 23 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

24 **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at meetings of Directors or committees of Directors, at general meetings, at separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

ALTERNATE DIRECTORS

25 **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 25 1 Any Director (the **appointor**) may appoint as an alternate any other Director (**an alternate or alternate director**), to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's appointor
- 25 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors, and delivered to the Office
- 25 3 The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

26 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 26 1 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate's appointor
- 26.2 Except as the Articles specify otherwise, alternate directors are liable for their own acts and omissions, are subject to the same restrictions as their appointors, shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which their appointors are members but are not deemed to be agents of or for their appointors and are not deemed to be Directors
- 26 3 A person who is an alternate director but not a Director
- 26.3 1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating),
- 26 3 2 may authenticate a written resolution (but only if it is not authenticated or to be authenticated by that person's appointor), and

26 3 3 no alternate may be counted as more than one Director for these purposes

26 4 An alternate director is entitled to be repaid expenses to the same extent as if he were a Director but is not entitled to receive any remuneration from the Company for serving as an alternate director except that part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

27 **ALTERNATE DIRECTORS VOTING AT DIRECTORS' MEETINGS**

A Director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in a Directors' meeting and who would have been entitled to vote if he was participating in it.

28 **TERMINATION OF ALTERNATE DIRECTORSHIP**

28 1 An alternate director's appointment as an alternate terminates:

28 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

28 1 2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;

28 1 3 on the death of the alternate's appointor, or

28 1 4 when the alternate's appointor's appointment as a Director terminates

29 **ACADEMIC BOARD**

29 1 The Directors shall, using their powers under the CA 2006, establish and thereafter maintain an Academic Board to act as its academic authority which shall take such measures and act in such a manner as shall best promote the academic and professional work of the Company and safeguard the standards of its awards. The Directors shall establish and thereafter maintain regulations governing the composition, powers and responsibilities of the Academic Board. The Chair of the Academic Board shall be a person of high academic standing having special knowledge and experience of the standards of degrees awarded in the United Kingdom.

29 2 For so long as the Company has degree-awarding powers from the Privy Council, the Directors have a duty to provide the Privy Council with at least 28 days written notice of their intention to directly or indirectly dissolve or otherwise cause the Academic Board's powers or responsibilities to be reduced, before doing so. Furthermore the Directors have a duty to inform the Privy Council within 24 hours of any change of ownership of the Company and of arrangements to ensure that students are not prejudiced and that the standard of provision is in accordance with the criteria for degree awarding powers. The

Company shall provide all reasonable assistance in respect of any inspection required and/or directed by the Privy Council within 24 hours of any change of ownership of the Company and of arrangements to ensure that students are not prejudiced and that the standard of provision is in accordance with the criteria for degree-awarding powers

30 LEARNING AND TEACHING COMMITTEE

30 1 The regulations of the Academic Board established pursuant to Article 29 1 shall require it to establish and thereafter maintain a Learning and Teaching Committee as a sub-committee of the Academic Board and such other sub-committees as the Academic Board considers appropriate or necessary to carry out its duties and functions

30 2 The Chair of the Learning and Teaching Committee shall be a person of high academic standing

31 APPOINTMENT, REMOVAL AND ROLE OF THE CHIEF EXECUTIVE

31 1 The Directors shall, using their powers under the CA 2006, appoint a person to be the Chief Executive of the Company. The Chief Executive may also be designated as the principal of any education institution operated by the Company in furtherance of its objects. In the event of a vacancy in the position of Chief Executive the Directors shall appoint a person to the role of "Acting Chief Executive" as an interim measure for an initial period of no more than six months, any reappointment for one or more periods of up to six months will require the prior approval of the Board

31 2 The Chief Executive shall cease to be the Chief Executive, upon

31 2 1 ceasing to hold the office of director for any reason, or

31 2 2 resigning from the position of the Chief Executive, or

31 2 3 Upon the appointment of a successor as the Chief Executive, or

31 2 4 upon a loss of confidence vote by the Board, or

31 2 5 in accordance with the terms of the appointment of the Chief Executive

31.3 The Chief Executive shall have executive responsibility for the organisation, leadership and management of the Company. Without prejudice to any terms or conditions attached to the appointment of the Chief Executive from time to time pursuant to clause 20 6 1 above and to any other duties and responsibilities of the Chief Executive, the Chief Executive shall be subject to the oversight of the Academic Board as part of the Academic Board's oversight over academic operations

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- 31.3.1 For making proposals to the Academic Board about the educational character and objectives of the Company and for implementing the recommendations of the Academic Board in this respect,
 - 31.3.2 For the organisation, direction and management of the Company and the leadership of the staff,
 - 31.3.3 For the determination of the pay and conditions of employment of the staff other than the Chief Executive;
 - 31.3.4 Having regard to the educational objectives of the Company, for the determination, after appropriate consultation with the Academic Board and where relevant its approval, of the Company's academic activities, and for the determination of its other activities,
 - 31.3.5 For preparing annual estimates of income and expenditure for consideration by the Board of Directors for the allocation and the effective and efficient use of resources, and
 - 31.3.6 For the maintenance of student discipline and (within the regulations as approved) for the suspension or expulsion of students on disciplinary grounds and for implementing decisions to expel students for academic reasons

32 CLOSURE OF A PROGRAMME

Any proposal to withdraw a programme of study leading to an award of the Company shall be subject to the approval of the Academic Board. Before implementing such proposal, the directors must demonstrably safeguard the interests and rights of students registered on the programme and the standards of the relevant award

SHARES

33. ISSUES

The Directors may exercise any power of the Company to allot shares as if section 561 CA 2006 did not apply to the allotment, or to grant rights to subscribe for or to convert any security into shares

34 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 34.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with any rights or restrictions as may be determined by ordinary resolution
 - 34.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the shareholder, and the Directors may determine the terms, conditions and manner of redemption of any shares
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35 **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

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

36. **SHARE CERTIFICATES**

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

36.2 Every certificate must specify in respect of how many shares, and of what class, it is issued, the nominal value of those shares and any distinguishing numbers assigned to them

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

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

36.5 Certificates must have affixed to them the Company's common seal or be otherwise executed in accordance with the CA 2006

37. **REPLACEMENT SHARE CERTIFICATES**

37.1 If a certificate issued in respect of a shareholder's shares is damaged or defaced or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares

37.2 A shareholder exercising the right to be issued with a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates, must return the certificate which is to be replaced to the Company if it is damaged or defaced and must comply with conditions as to evidence, indemnity and the payment of reasonable expenses

38. **COMPANY'S LIEN OVER SHARES**

38.1 The Company has a lien (**the Company's lien**) over every share (whether or not fully paid) for any indebtedness or other liability to the Company of any shareholder (whether the shareholder is the sole or joint holder of the share), whether payable immediately or at some time in the future and, in the case of a partly paid share, whether or not a call notice has been sent in respect of it

38.2 The Company's lien over a share takes priority over any third party's interest in that share and 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

- 38.3 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

39 ENFORCEMENT OF THE COMPANY'S LIEN

- 39.1 Subject to the provisions of this Article, if a lien enforcement notice has been given in respect of a share and the person to whom the notice was given has failed to comply with it, the Company may sell that share in a manner as the Directors decide.

- 39.2 A lien enforcement notice may only be given in respect of a share which is subject to the Company's lien, must specify the share concerned, must require payment of the sum payable within 14 days of the notice, must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise and must state the Company's intention to sell the share if the notice is not complied with

- 39.3 Where shares are sold under this Article, 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, 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

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

- 39.5 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

- 39.6 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

- 39.7 A statutory declaration by a Director or the Secretary (if any) that the declarant is a Director or the Secretary and that a share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and, subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

40. CALL NOTICES

- 40.1 Subject to the Articles and the terms on which shares are allotted, the Directors may send a notice (**a call notice**) to a shareholder requiring the shareholder to pay the Company a specified sum of money (**a call**) which is payable in respect

of shares which that shareholder holds at the date when the Directors decide to send the call notice

40 2 A call notice may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium), must state when and how any call to which it relates it is to be paid and may permit or require the call to be paid by instalments.

40 3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 days have passed since the notice was sent

40 3.1 Before the Company has received any call due under a call notice the Directors may, by a further notice in writing to the shareholder in respect of whose shares the call is made, revoke it wholly or in part or specify a later time for payment than is specified in the call notice

41 **LIABILITY TO PAY CALLS**

41 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.

41.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

41 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 to pay calls which are not the same or to pay calls at different times

42. **FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**

42 1 If a person is liable to pay a call and fails to do so by the call payment date the Directors may issue a notice of intended forfeiture to that person and, until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

42 2 For the purposes of this Article:

42 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,

42 2 2 the relevant rate is

42 2 2 1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

42 2 2 2 any other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Directors, or

42 2 2 3 if no rate is fixed in either of these ways, the appropriate rate (as defined by CA 2006).

42 3 The Directors may waive any obligation to pay interest on a call wholly or in part

43 **WHEN CALL NOTICE NEED NOT BE ISSUED**

43 1 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) on allotment, on the occurrence of a particular event or on a date fixed by or in accordance with the terms of issue

43 2 But if the due date for payment of the 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.

44 **NOTICE OF INTENDED FORFEITURE**

A notice of intended forfeiture may be sent in respect of any share in respect of which a call has not been paid as required by a call notice, 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, 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, must state how the payment is to be made and 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

45 **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

46 **EFFECT OF FORFEITURE**

46.1 Subject to the Articles, the forfeiture of a share extinguishes all interests in that share, all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company

46 2 Any share which is forfeited in accordance with the Articles is deemed to have been forfeited when the Directors decide that it is forfeited, is deemed to be the

property of the Company and may be sold, re-allotted or otherwise disposed of as the Directors think fit

46.3 If a person's shares have been forfeited

46 3 1 the Company must send that person notice that forfeiture has occurred and record it in the register of shareholders;

46 3 2 that person ceases to be a shareholder in respect of those shares,

46 3 3 that person must surrender the certificate for the shares forfeited to the Company for cancellation,

46 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

46.3.5 the Directors may waive payment of any 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

46 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 any other terms as they think fit

47 **PROCEDURE FOLLOWING FORFEITURE**

47 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

47 2 A statutory declaration by a Director or the Secretary (if any) that the declarant is a Director or the Secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and, subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

47 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

47 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 that sale, net of any commission and excluding any amount which was, or would have become, payable and 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

those proceeds and the Company is not required to account for any money earned on them

48. SURRENDER OF SHARES

48 1 A member may surrender any share in respect of which the Directors may issue a notice of intended forfeiture or which the Directors may forfeit or which has been forfeited.

48 2 The Directors may accept the surrender of any share, and

48 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

48 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

49. SHARE TRANSFERS

49 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, unless the share is fully paid, by or on behalf of the transferee

49 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

49 3 The Company may retain any instrument of transfer which is registered

49 4 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it

49 5 The Directors may refuse to register the transfer of a share and, if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

50. TRANSMISSION OF SHARES

50 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

50 2 Nothing in these Articles releases the estate of a deceased or bankrupt shareholder from any liability in respect of a share solely or jointly held by that shareholder.

50 3 A transmittee who produces any evidence of entitlement to shares as the Directors may properly require may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person and, subject to the Articles and pending any transfer of the shares to another person, has the same rights as the holder had

- 50 4 But transmitters do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

51 EXERCISE OF TRANSMITEES' RIGHTS

- 51 1 Transmitters who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish
- 51 2 If the transmitter wishes to have a share transferred to another person, the transmitter must execute an instrument of transfer in respect of it
- 51.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

52 TRANSMITEES BOUND BY PRIOR NOTICES

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

53 PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

- 53.1 This Article applies where there has been a consolidation or division of shares and, as a result, shareholders are entitled to fractions of shares
- 53.2 The Directors may sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser and distribute the net proceeds of sale in due proportion among the holders of the shares
- 53 3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England, Scotland or Northern Ireland
- 53 4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- 53 5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DISTRIBUTIONS

54 PROCEDURE FOR DECLARING DIVIDENDS

- 54.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 54.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. The dividend must not exceed the amount recommended by the Directors.
- 54.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 54.4 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 54.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 54.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 54.7 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

55 CALCULATION OF DIVIDENDS

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

56 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 56.1 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:
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- 56 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,
- 56 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;
- 56.1.3 sending a cheque made payable to the person by post to the person at the address as the distribution recipient has specified either in writing or as the Directors may otherwise decide; or
- 56 1 4 any other means of payment as the Directors agree with the distribution recipient either in writing or by any other means as the Directors decide

56 2 In the Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable, the holder of the share or, if the share has two or more joint holders, whichever of them is named first in the register of shareholders or, if the holder is no longer entitled to the share by reason of death, bankruptcy or otherwise by operation of law, the transmittee

57 **DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY**

57 1 If a share is subject to the Company's lien, and the Directors are entitled to issue a lien enforcement notice in respect of it, they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company to the extent that they are entitled to require payment under a lien enforcement notice.

57 2 The Company must notify the distribution recipient in writing of

- 57 2 1 the fact and amount of any deduction,
- 57.2 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any deduction, and
- 57 2 3 how the money deducted has been applied

58. **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 the terms on which the share was issued or the provisions of another agreement between the holder of that share and the Company

59 UNCLAIMED DISTRIBUTIONS

- 59.1 All dividends or other sums which are payable in respect of shares and 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
- 59.2 The payment of any dividend or other sum into a separate account does not make the Company a trustee in respect of it
- 59.3 If twelve years have passed from the date on which a dividend or other sum became due for payment and 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.

60 NON-CASH DISTRIBUTIONS

- 60.1 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)
- 60.2 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, fixing the value of any assets, paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees

61. 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 the share has more than one holder or more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

62 CAPITALISATION OF PROFITS

- 62.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution
- 62.1.1 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

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- 62 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
- 62 2 Capitalised sums must be applied on behalf of the persons entitled and in the same proportions as a dividend would have been distributed to them
- 62.3 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
- 62.4 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing shares held by the persons entitled or 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
- 62 5 Subject to the Articles the Directors may
- 62 5 1 apply capitalised sums in accordance with **Articles 62.3 and 62.4** partly in one way and partly in another,
- 62 5 2 make any 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
- 62 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.

ORGANISATION OF GENERAL MEETINGS

63. SHAREHOLDERS CAN CALL GENERAL MEETING IF NOT ENOUGH DIRECTORS

If the Company has insufficient Directors to call a general meeting and the Director(s) (if any) is/are unable or unwilling to appoint sufficient Directors to make up a quorum or to call a general meeting to do so, then any shareholder may call a general meeting (or instruct the Secretary, if any, to do so)

64. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 64 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.
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64 2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and his vote can be taken into account in determining whether or not the resolutions are passed at the same time as the votes of all the other persons attending the meeting

64 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

64 4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other

64.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are 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.

65. **QUORUM FOR GENERAL MEETINGS**

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

66 **CHAIRING GENERAL MEETINGS**

66 1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so

66 2 If the Directors have not appointed a Chairman, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present or (if no Directors are present) the meeting must appoint a Director or shareholder to chair the meeting and the appointment of the Chair of the meeting must be the first business of the meeting

66 3 The person chairing a meeting in accordance with this Article is referred to as the **Chair of the meeting.**

67 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

67 1 Directors may attend and speak at general meetings, whether or not they are shareholders

67.2 The Chair of the meeting may permit other persons, who are not shareholders of the Company or otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting

68 ADJOURNMENT

- 68 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it
- 68 2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment or if it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner
- 68 3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- 68 4 When adjourning a general meeting, the Chair of the meeting must
- 68 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
- 68 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 68 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given and containing the same information which the original notice was required to contain
- 68.6 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

69. VOTING: GENERAL

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

70 ERRORS AND DISPUTES

- 70 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
- 70 2 Any objection must be referred to the Chair of the meeting, whose decision is final
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71. POLL VOTES

- 71 1 A poll on a resolution may be demanded either in advance of the general meeting where it is to be put to the vote or 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)
- 71.2 A poll may be demanded by the Chair of the meeting, by the Directors or by any person having the right to vote on the resolution
- 71.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to the withdrawal.
- 71 4 Subject as provided in this Article, a poll must be taken when, where and in a manner as the Chair of the meeting directs
- 71 5 A poll on the election of the Chair of the meeting or on a question of adjournment must be taken immediately
- 71 6 Other polls must be taken within 30 days of their being demanded
- 71 7 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
- 71 8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken

72 **SHAREHOLDERS WITH A MENTAL DISORDER**

A shareholder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any receiver, curator bonis or other person may, whether on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office or at any other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

73 **FORM OF PROXY NOTICES**

- 73 1 An instrument appointing a proxy (**a proxy notice**) shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

" Limited

I/We, _____, of _____, being a shareholder/shareholders of the above-named Company, hereby appoint _____ of _____, or failing him, _____ of _____ as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on _____ 20____ and at any adjournment thereof

Authenticated on _____ 20____ "

- 73 2 Where it is desired to afford shareholders an opportunity of instructing the proxy how he shall act the instrument appointing a proxy (a proxy notice) shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

" _____ Limited

I/We, _____, of _____, being a shareholder/shareholders of the above-named Company, hereby appoint _____ of _____, or failing him, _____ of _____ as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on _____ 20____ and at any adjournment thereof

Authenticated on _____ 20____ "

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Authenticated on 20____

74 **DELIVERY OF PROXY NOTICES**

- 74 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
- 74 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
- 74 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

74 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

74 5 The appointment of a proxy and the power of attorney or other authority (if any) under which it has been executed on the appointor's behalf shall be deposited at the Office, or at any other place (within the United Kingdom) as is specified in the notice convening the meeting or in any notice of any adjourned meeting or in any appointment of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.

74 6 When calculating the period mentioned in **Article 74.5**, the Directors can decide not to take account of any part of a day that is not a working day.

75 **VALIDITY OF VOTES BY PROXIES AND CORPORATE REPRESENTATIVES**

A vote given by a proxy or by a corporate representative shall be valid notwithstanding that the proxy or corporate representative has failed to vote in accordance with the instructions of the member by whom the proxy or corporate representative was appointed and the Company shall be under no obligation to check that any vote so given is in accordance with any instructions

76. **AMENDMENTS TO RESOLUTIONS**

76 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

76 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 a later time as the Chair of the meeting may determine), and

76 1 2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

76.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if

76.2.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

76.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

76 3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution

77 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the Company in respect of that share have been paid

ADMINISTRATIVE ARRANGEMENTS

78 SECRETARY

Subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Directors for a term, at a remuneration and upon the conditions as they may think fit, and any Secretary so appointed may be removed by them. This Article only applies for so long as the Company elects to have a Secretary

79 MEANS OF COMMUNICATION TO BE USED

79 1 Any notice, document or other information shall be deemed served on or delivered to a shareholder by the Company or to the Company by a shareholder

79 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom), if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party received a confirmation of delivery from the courier service provider),

79 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

79 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

79 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article, no account should be taken of any part of a day that is not a working day

79.2 Where shares are held jointly, anything agreed or specified by the holder whose name appears first in the Company's register of members in relation to documents or information sent to him in respect of a joint holding shall be binding on all joint holders.

79 3 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with any notices or documents for the time being

79 4 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

80 **COMPANY SEALS**

80.1 Any common seal may only be used by the authority of the Directors

80 2 The Directors may decide by what means and in what form any common seal is to be used

80 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

80 4 For the purposes of this Article, an authorised person is any Director, the Secretary (if any) or any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

81. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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

82. **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 (including, subject to the CA 2006, 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

83. **INDEMNITY**

83 1 Subject to **Article 83.2**, a relevant director of the Company or an associated company shall be indemnified out of the Company's assets against

83 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; and

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

83.2 **Article 83.1** 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.

83 3 In this Article companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate and a **relevant director** means any director or former director of the Company or an associated company

84 **INSURANCE**

84 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

84 2 In this Article

84.2.1 a **relevant director** means any director or former director of the Company or an associated company,

84 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 relevant 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 an associated company, and

84 2 3 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate