

CALLA LILY PERSONAL CARE LIMITED
Company No. 03502936

The Companies Act 2006

Pursuant to Part 13 of the Companies Act 2006, we the undersigned, being Members for the time being of the above named Company entitled to receive notice of and to attend and vote at General Meetings hereby pass the following Resolutions as Special Resolutions by the requisite majority and agree that the said Resolutions shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held

Resolutions

- 1 It is resolved that the Memorandum of Association of the Company be and is hereby deleted in its entirety and all clauses formerly contained in the Memorandum of Association that do not appear in the Articles of Association as amended by Resolution 3 below no longer have effect in the Company
- 2 It is resolved that the authorised capital of the Company previously defined in the Memorandum of Association is hereby removed and any limit on the number of shares available for allotment pursuant to the level of authorised capital is similarly removed unless specific provision is made separately within the Articles of Association
- 3 It is resolved that the Articles of Association contained in the document attached hereto be approved and adopted as the Articles of Association of the Company in substitution of all the existing Articles of Association
- 4 It is resolved that there be a rights issue of shares to the current holders of the £0 01 Ordinary Shares in the company of 9 £0 01 Ordinary Shares for every 1 £0 01 Ordinary Share held on this date The rights issue will be offered to all existing members to subscribe for at the nominal value of the shares of £0 01 each

The Members



Mr Keir McGuinness

14 07 14

Date

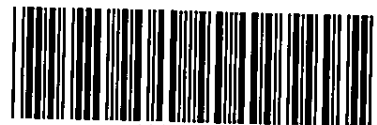


Mr Vinh-Thang Vo-Ta

14 07 14

Date

SATURDAY



A24

A3EWIJAI

23/08/2014

#110

COMPANIES HOUSE

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF**

CALLA LILY PERSONAL CARE LIMITED

Certificate Number
03502936

Incorporated on
3 February 1998

Amended Articles adopted on
14 July 2014

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
CALLA LILY PERSONAL CARE LIMITED

CONTENTS

CLAUSE/PART

PART 1	1
INTERPRETATION AND LIMITATION OF LIABILITY	1
1 Defined terms	1
2 Liability of members	2
PART 2	2
DIRECTORS	2
DIRECTORS' POWERS AND RESPONSIBILITIES	2
3 Directors' general authority	2
4 Change of Company Name	2
5 Members' reserve power	2
6 Directors may delegate	2
7 Committees	2
DECISION-MAKING BY DIRECTORS	2
8 Directors to take decisions collectively	2
9 Directors' written resolutions	2
10 Unanimous decisions	3
11 Calling a directors' meeting	3
12 Participation in directors' meetings	3
13 Chairing of directors' meetings	3
14 Chairman's casting vote at directors' meetings	3
15 Quorum for directors' meetings	3
16 Directors' conflicts of interests	4
17 Records of decisions to be kept	5
18 Directors' discretion to make further rules	5
APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS	5
19 Number of directors	5
20 Methods of appointing directors	5
21 Termination of director's appointment	5
22 Directors' remuneration	5
23 Directors' expenses	6
SECRETARY	6
24 Appointment and removal of secretary	6
PART 3	6
SHARES AND DISTRIBUTIONS	6
SHARES	6
25 Share Classes	6
26 All shares to be fully paid up	6

27	Further issues of shares pre-emption rights	6
28	Powers to issue different classes of share	6
29	Company not bound by less than absolute interests	6
30	Share certificates	6
31	Replacement share certificates	6
32	Transfer of shares- general	7
33	Transmission of shares	7
34	Exercise of transmitters' rights	7
35	Transmitters bound by prior notices	8
36	Procedure for disposing of fractions of shares	8
	DIVIDENDS AND OTHER DISTRIBUTIONS	8
37	Procedure for declaring dividends	8
38	Payment of dividends and other distributions	8
39	No interest on distributions	8
40	Unclaimed distributions	9
41	Non-cash distributions	9
42	Waiver of distributions	9
	CAPITALISATION OF PROFITS	9
43	Authority to capitalise and appropriation of capitalised sums	9
PART 4		10
	DECISION-MAKING BY MEMBERS	10
	ORGANISATION OF GENERAL MEETINGS	10
44	Convening general meetings	10
45	Notice of general meetings	10
46	Resolutions requiring special notice	10
47	Attendance and speaking at general meetings	10
48	Quorum for general meetings	10
49	Chairing general meetings	10
50	Attendance and speaking by directors and non-members	11
51	Adjournment	11
	VOTING AT GENERAL MEETINGS	11
52	Voting general	11
53	Errors and disputes	11
54	Poll votes	11
55	Content of proxy notices	12
56	Delivery of proxy notices	12
57	Representation of corporations at meetings	12
58	Amendments to resolutions	12
59	WRITTEN RESOLUTIONS	13
PART 5		13
	MISCELLANEOUS PROVISIONS	13
	COMMUNICATIONS	13
60	Means of communication to be used	13
	ADMINISTRATIVE ARRANGEMENTS	13
61	Company seals	13
62	No right to inspect accounts and other records	13

63	Provision for employees on cessation of business	14
	DIRECTORS' INDEMNITY AND INSURANCE	14
64	Indemnity	14
65	Insurance	14

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1 1 In these Articles, unless the context requires otherwise

Articles means the Company's articles of association for the time being in force,

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,

CA 2006 means the Companies Act 2006,

capitalised sum has the meaning given to that term in Article 43 1 2,

chairman has the meaning given to that term in Article 13 2,

chairman of the meeting has the meaning given to that term in Article 49,

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company,

Conflict has the meaning given to that term in Article 16 2,

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon,

corporate representative has the meaning given to that term in Article 57,

director means a director of the Company, and includes any person occupying the position of director, by whatever name called,

distribution recipient has the meaning given to that term in Article 38 2,

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

electronic form has the meaning given to that term in section 1168 of CA 2006,

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

hard copy form has the meaning given to that term in section 1168 of 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 or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,

instrument means a document in hard copy form,

member has the meaning given to that term in section 112 of CA 2006,

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,

non-conflicted director means any director who is not a conflicted director,

ordinary resolution has the meaning given to that term in section 282 of CA 2006,

paid means paid or credited as paid and **unpaid** shall be construed accordingly,

participate, in relation to a directors' meeting, has the meaning given to that term in Article 12,

persons entitled has the meaning given to that term in Article 43 1 2,

proxy notice has the meaning given to that term in Article 55 2,

proxy notification address has the meaning given to that term in Article 56 1,

relevant loss has the meaning given to that term in Article 65 2 2,

relevant officer has the meaning given to that term in Articles 64 3 2 or 65 2 1, as the case may be,

shares means shares in the Company,

special resolution has the meaning given to that term in section 283 of CA 2006,

subsidiary has the meaning given to that term in section 1159 of CA 2006,

transfer or transferring, in relation to a share, has the meaning given to that term in Article 32 1,

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

United Kingdom means Great Britain and Northern Ireland, and

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

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from

time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force

1 5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

2 **Liability of members**

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

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 **Directors' general authority**

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4 **Change of Company Name**

Without prejudice to the generality of Article 3, the directors may resolve in accordance with Article 8 to change the Company's name

5 **Members' reserve power**

5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 **Directors may delegate**

6 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles

6 1 1 to such person or committee,

6 1 2 by such means (including by a power of attorney),

6 1 3 to such an extent,

6 1 4 in relation to such matters or territories, and

6 1 5 on such terms and conditions,

as they think fit

6 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 **Committees**

7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors

7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

7 3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

DECISION-MAKING BY DIRECTORS

8 **Directors to take decisions collectively**

8 1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 9 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 10 (Unanimous decisions)

8 2 If

8 2 1 the Company only has one director for the time being, and

8 2 2 no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making

8 3 Subject to the Articles, each director participating in a directors' meeting has one vote

9 **Directors' written resolutions**

9 1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)

9 2 If the Company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)

- 9 3 Notice of a proposed directors' written resolution must indicate
- 9 3 1 the proposed resolution, and
- 9 3 2 the time by which it is proposed that the directors should adopt it
- 9 4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting
- 9 5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles
- 10 **Unanimous decisions**
- 10 1 A decision of the directors is taken in accordance with this Article 10 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter
- 10 2 A decision may not be taken in accordance with this Article 10 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting
- 10 3 Once a directors' unanimous decision is taken in accordance with this Article 10, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles
- 11 **Calling a directors' meeting**
- 11 1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice
- 11 2 Notice of any directors' meeting must indicate
- 11 2 1 its proposed date and time,
- 11 2 2 where it is to take place, and
- 11 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11 3 Subject to Article 11 4, notice of a directors' meeting must be given to each director but need not be in writing
- 11 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 prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 12 **Participation in directors' meetings**
- 12 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- 12 1 1 the meeting has been called and takes place in accordance with the Articles, and
- 12 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 12 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
- 12 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
- 13 **Chairing of directors' meetings**
- 13 1 The directors may appoint a director to chair their meetings
- 13 2 The person so appointed for the time being is known as the chairman
- 13 3 The directors may terminate the chairman's appointment at any time
- 13 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it
- 14 **Chairman's casting vote at directors' meetings**
- 14 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote
- 14 2 Article 14 1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon)
- 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 Subject to Article 15 3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one
- 15 3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director

Directors' conflicts of interests

- 16 1 For the purposes of this Article 16, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests
- 16 2 The directors may, in accordance with the requirements set out in this Article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**)
- 16 3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors
- 16 4 Any authorisation under this Article 16 will be effective only if
- 16 4 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- 16 4 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and
- 16 4 3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted
- 16 5 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently)
- 16 5 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,
- 16 5 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or
- 16 5 3 be terminated or varied by the directors at any time
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation
- 16 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to
- 16 6 1 disclose such information to the directors or to any director or other officer or employee of the Company, or
- 16 6 2 use or apply any such information in performing his duties as a director,
- where to do so would amount to a breach of that confidence
- 16 7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director
- 16 7 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
- 16 7 2 is not given any documents or other information relating to the Conflict,
- 16 7 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 16 8 Where the directors authorise a Conflict
- 16 8 1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict,
- 16 8 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation
- 16 9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, transaction or arrangement shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006
- 16 10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 16 5 2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office
- 16 10 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,
- 16 10 2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested,
- 16 10 3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

- 16 10 4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- 16 10 5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006
- 16 11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 16 12 Subject to Article 16 13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- 16 13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 17 **Records of decisions to be kept**
- 17 1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors
- 17 2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye
- 18 **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 such rules are to be recorded or communicated to directors
- APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS**
- 19 **Number of directors**
- Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one
- 20 **Methods of appointing directors**
- 20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director
- 20 1 1 by ordinary resolution, or
- 20 1 2 by a decision of the directors
- 20 2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director
- 20 3 For the purposes of Article 20 2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member
- 21 **Termination of director's appointment**
- 21 1 A person ceases to be a director as soon as
- 21 1 1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law,
- 21 1 2 a bankruptcy order is made against that person,
- 21 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts and the Company resolves that his office be vacated,
- 21 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, or
- 21 1 5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms
- 22 **Directors' remuneration**
- 22 1 Directors may undertake any services for the Company that the directors decide
- 22 2 Directors are entitled to such remuneration as the directors determine
- 22 2 1 for their services to the Company as directors, and
- 22 2 2 for any other service which they undertake for the Company
- 22 3 Subject to the Articles, a director's remuneration may
- 22 3 1 take any form, and
- 22 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

- 23 **Directors' expenses**
- 23 1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at
- 23 1 1 meetings of directors or committees of directors,
- 23 1 2 general meetings, or
- 23 1 3 separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

SECRETARY

- 24 **Appointment and removal of secretary**
- The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

PART 3 SHARES AND DISTRIBUTIONS SHARES

- 25 **Share Classes**
- The Share Classes and their respective rights shall be as follows
- The ORDINARY Shares have attached to them full voting, dividend and capital distribution (including on winding up) rights, they do not confer any rights of redemption
- 26 **All shares to be fully paid up**
- 26 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- 26 2 This does not apply to shares taken on the formation of the Company by the subscriber to the Company's memorandum
- 27 **Further issues of shares pre-emption rights**
- In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the Company
- 28 **Powers to issue different classes of share**
- 28 1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 28 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares
- 29 **Company not bound by less than absolute interests**
- 29 1 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
- 30 **Share certificates**
- 30 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds
- 30 2 Every certificate must specify
- 30 2 1 in respect of how many shares, of what class, it is issued,
- 30 2 2 the nominal value of those shares,
- 30 2 3 the extent to which shares are paid up, and
- 30 2 4 any distinguishing numbers assigned to them
- 30 3 No certificate may be issued in respect of shares of more than one class
- 30 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 30 5 Certificates must
- 30 5 1 have affixed to them the Company's common seal, or
- 30 5 2 be otherwise executed in accordance with the Companies Acts
- 31 **Replacement share certificates**
- 31 1 If a certificate issued in respect of a member's shares is
- 31 1 1 damaged or defaced, or
- 31 1 2 said to be lost, stolen or destroyed,
- that member is entitled to be issued with a replacement certificate in respect of the same shares
- 31 2 A member exercising the right to be issued with such a replacement certificate

- 31 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
- 31 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- 31 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

32 Transfer of shares- general

- 32 1 In these Articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition
 - 32 1 1 of any share or shares of the Company, or
 - 32 1 2 of any interest of any kind in any share or shares of the Company, or
 - 32 1 3 of any right to receive or subscribe for any share or shares of the Company
- 32 2 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal
- 32 3 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
- 32 4 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance
- 32 5 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee
- 32 6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 32 7 The Company may retain any instrument of transfer which is registered
- 32 8 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 32 9 No individual Shareholder shall transfer or sell any of his Shares without first having
 - offered those same Shares to the Company, and, in the event that the Company chooses not to purchase some or all of the Shares,
 - offered those same Shares to all of the other Shareholders in the proportions of their existing shareholding

The price of such Shares shall be determined at Open Market Value by agreement, or failing agreement within 21 days, by a valuation to be carried out by an independent accountant, the cost of which shall be borne by the Shareholders seeking to transfer or sell

Where the Company's Shares are offered to the Company in accordance with this clause, the Company may purchase those Shares subject to the rules laid out in the Companies Act and to the passing of a special resolution (in advance of such purchase) to approve the purchase

In the event that the Company is unwilling or unable to purchase its Shares in accordance with this clause, the Shares shall be offered to the other Shareholders in the relative proportions of their existing shareholdings. If any Shareholder chooses not to accept such offer, the remaining Shares shall be offered to any of the Shareholders who have accepted the first offer. If any Shares then remain unsold, the selling Shareholder may sell or transfer those Shares to another party subject to the agreement of the majority of existing shareholders

33 Transmission of shares

- 33 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share
- 33 2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share held by that member
- 33 3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require
 - 33 3 1 will be required within 28 days to execute an instrument of transfer in respect of those shares in accordance with Article 32, unless a majority of the remaining members agree to the transmittee becoming the holder of those shares
 - 33 3 2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had
- 33 4 But, subject to Article 20 2 (Methods of appointing directors), transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

34 Exercise of transmittees' rights

- 34 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish
- 34 2 If the transmittee wishes to have a share transferred to another person, in accordance with Article 33, the transmittee must execute an instrument of transfer in respect of it
- 34 3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

35 **Transmittees bound by prior notices**

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name or the name of any person nominated under Article 33.3 (Transmission of shares), has been entered in the register of members

36 **Procedure for disposing of fractions of shares**

36.1 This Article applies where

36.1.1 there has been a consolidation or division of shares, and

36.1.2 as a result, members are entitled to fractions of shares

36.2 The directors may

36.2.1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable,

36.2.2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

36.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares

36.3 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

36.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DIVIDENDS AND OTHER DISTRIBUTIONS

37 **Procedure for declaring dividends**

37.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

37.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors. However, the directors shall recommend the maximum amount of dividend each year that they are lawfully able to do so

37.3 No dividend may be declared or paid unless it is in accordance with members' respective rights

37.4 Unless the members' 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 member's holding of shares on the date of the resolution or decision to declare or pay it

37.5 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 arrears

37.6 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

37.7 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

38 **Payment of dividends and other distributions**

38.1 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

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

38.1.2 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,

38.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

38.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

38.2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable

38.2.1 the holder of the share, or

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

39 **No interest on distributions**

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

39.1.1 the terms on which the share was issued, or

39.1.2 the provisions of another agreement between the holder of that share and the Company

40 **Unclaimed distributions**

40.1 All dividends or other sums which are

40.1.1 payable in respect of shares, and

- 40 1 2 unclaimed after having been declared or become payable,
may be invested or otherwise made use of by the directors for the benefit of the Company until claimed
- 40 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 40 3 If
- 40 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
- 40 3 2 the distribution recipient has not claimed it,
the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company
- 41 **Non-cash distributions**
- 41 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)
- 41 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
- 41 2 1 fixing the value of any assets,
- 41 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- 41 2 3 vesting any assets in trustees
- 42 **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

CAPITALISATION OF PROFITS

- 43 **Authority to capitalise and appropriation of capitalised sums**
- 43 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution
- 43 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
- 43 1 2 appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions
- 43 2 Capitalised sums must be applied
- 43 2 1 on behalf of the persons entitled, and
- 43 2 2 in the same proportions as a dividend would have been distributed to them
- 43 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
- 43 4 A capitalised sum which was appropriated from profits available for distribution may be applied
- 43 4 1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
- 43 4 2 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
- 43 5 Subject to the Articles the directors may
- 43 5 1 apply capitalised sums in accordance with paragraphs 43 3 and 43 4 partly in one way and partly in another,
- 43 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- 43 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
- 43

PART 4

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

44 Convening general meetings

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

- 45 Notice of general meetings**
- 45 1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together holding not less than seventy per cent (70%) in nominal value of the shares at the meeting, giving that right
- 45 2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it
- 45 3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the Company
- 45 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 46 Resolutions requiring special notice**
- 46 1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed
- 46 2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting
- 46 3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 46 1
- 47 Attendance and speaking at general meetings**
- 47 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
- 47 2 A person is able to exercise the right to vote at a general meeting when
- 47 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 47 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 47 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
- 47 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 47 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them
- 48 Quorum for general meetings**
- 48 1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single member, the quorum shall be one such qualifying person
- 48 2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 49 Chairing general meetings**
- 49 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 49 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- 49 2 1 the directors present, or
- 49 2 2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 49 3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting
- 50 Attendance and speaking by directors and non-members**
- 50 1 Directors may attend and speak at general meetings, whether or not they are members
- 50 2 The chairman of the meeting may permit other persons who are not
- 50 2 1 members of the Company, or
- 50 2 2 otherwise entitled to exercise the rights of members in relation to general meetings,
- to attend and speak at a general meeting
- 51 Adjournment**
- 51 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn

- it If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved
- 51 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- 51 2 1 the meeting consents to an adjournment, or
- 51 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 51 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 51 4 When adjourning a general meeting, the chairman of the meeting must
- 51 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
- 51 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 51 5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 51 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 51 5 2 containing the same information which such notice is required to contain
- 51 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

52 Voting general

- 52 1 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 Subject to any rights or restrictions attached to any shares, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote A proxy shall not be entitled to vote on a show of hands
- 52 2 No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid
- 52 3 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

53 Errors and disputes

- 53 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
- 53 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

54 Poll votes

- 54 1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way
- 54 2 A poll on a resolution may be demanded
- 54 2 1 in advance of the general meeting where it is to be put to the vote, or
- 54 2 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 54 3 A poll may be demanded by
- 54 3 1 the chairman of the meeting,
- 54 3 2 the directors,
- 54 3 3 two or more persons having the right to vote on the resolution,
- 54 3 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution, or
- 54 3 5 a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right
- 54 4 A demand for a poll may be withdrawn if
- 54 4 1 the poll has not yet been taken, and
- 54 4 2 the chairman of the meeting consents to the withdrawal
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 54 5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is

demand before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

54 6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken

54 7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

55 **Content of proxy notices**

55 1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member

55 2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which

55 2 1 states the name and address of the member appointing the proxy,

55 2 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

55 2 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and

55 2 4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

55 3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

55 4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting

55 5 Unless a proxy notice indicates otherwise, it must be treated as

55 5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

55 5 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

56 **Delivery of proxy notices**

56 1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form

56 2 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 to a proxy notification address

56 3 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

56 4 A notice revoking a proxy appointment only takes effect if it is received by the Company before the start of the meeting or adjourned meeting to which it relates

56 5 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

57 **Representation of corporations at meetings**

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (**corporate representative**). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

58 **Amendments to resolutions**

58 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

58 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

58 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

58 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

58 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

58 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

58 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

WRITTEN RESOLUTIONS

- 59 A resolution of the members (or a class of members) may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006

PART 5 MISCELLANEOUS PROVISIONS COMMUNICATIONS

60 Means of communication to be used

- 60 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company
- 60 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 60 2 1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted,
- 60 2 2 If properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 60 2 3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied, and
- 60 2 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 60 2, no account shall be taken of any part of a day that is not a working day
- 60 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006
- 60 4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 60 5 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 forty-eight hours
- 60 6 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred

ADMINISTRATIVE ARRANGEMENTS

61 Company seals

- 61 1 Any common seal may only be used by the authority of the directors
- 61 2 The directors may decide by what means and in what form any common seal is to be used
- 61 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
- 61 4 For the purposes of this Article, an authorised person is
- 61 4 1 any director of the Company,
- 61 4 2 the Company secretary (if any), or
- 61 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

62 No right to inspect accounts and other records

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

63 Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

64 Indemnity

- 64 1 Subject to Article 64 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 64 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

- 64 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- 64 1 1 2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006), including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and
- 64 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 64 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 64 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law
- 64 3 In this Article 64 64
- 64 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 64 3 2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)
- 65 **Insurance**
- 65 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss
- 65 2 In this Article 65
- 65 2 1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006),
- 65 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- 65 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate