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<<COMP LIMITED

IN S

INTERPRETA OF LIABILITY

1. Defined terms
2. Liability of members

DIRECTORS NSIBILITIES

3. Directors' general authority
4. Shareholders' reserve power
5. Directors may delegate
6. Committees

DECIS CTORS

7. Directors to take decisions colle
8. Directors' Written Resolutions
9. Calling a directors' meeting
10. Participation in directors' meet
11. Quorum for directors' meetings
12. Chairing of directors' meetings
13. Casting vote
14. Conflicts of interest
15. Directors' discretion to make fu
16. Records of meetings to be kep

APP ORS

17. Appointing and removing direc
18. Termination of director's appoi
19. Directors' remuneration
20. Directors' expenses

A S

21. Appointment and removal of a
22. Rights and responsibilities of a
23. Termination of alternate direct

SAMPLE

SHA ONS

24. All shares to be fully paid
25. Rights attaching to shares
26. Classes of shares
27. Reserved matters
28. Variation of class rights
29. Pre-emption rights on issue
30. Company not bound by less th
31. Share certificates
32. Replacement share certificates
33. Share transfers
34. Transmission of shares
35. Exercise of transmittees' rights
36. Transmittees bound by prior n

DIVIDEND BUTIONS

37. Procedure for declaring divide
38. Payment of dividends and othe
39. No interest on distributions
40. Unclaimed distributions
41. Non-cash distributions
42. Waiver of distributions

CAP FITS

43. Authority to capitalise and app ums

DECISIO OLDERS
ORGANIS EETINGS

44. Attendance and speaking at ge
45. Quorum for general meetings
46. Chairing general meetings
47. Attendance and speaking by d lders
48. Adjournment

VOTI INGS

49. Voting: general
50. Errors and disputes
51. Poll votes
52. Content of proxy notices
53. Delivery of proxy notices
54. Amendments to resolutions
55. Written Resolutions
56. Class Meetings

SAMPLE

ADMIN MENTS

57. Means of communication to be
58. Company seals
59. No right to inspect accounts ar
60. Provision for employees on ce

DIRECTOR SURANCE

61. Indemnity
62. Insurance

SAMPLE

INTERPRETA OF LIABILITY

Defined terms

1. In the articles, unless the c e—

"A Director"	ed by the holders for the time A Shares;
"articles"	ticles of association;
"A Share"	of [£1] designated as an A Share any;
"A Shareholder"	Share;
"bankruptcy"	ency proceedings in a jurisdiction Wales or Northern Ireland which that of bankruptcy;
"B Director"	ed by the holders for the time B Shares;
"B Shares"	of [£1] designated as a B Share any;
"B Shareholder"	hare;
"chairman"	article 12;
"chairman of the meeting"	article 46;
"Companies Acts"	cts (as defined in section 2 of the so far as they apply to the
"director"	B Director, and includes any sition of director, by whatever
"distribution recipient"	article 38;
"document"	se specified, any document sent or m;
"electronic form"	section 1168 of the Companies
"fully paid"	ans that the nominal value and o the company in respect of that the company;
"hard copy form"	section 1168 of the Companies

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“holder”	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
“instrument”	means a document in hard copy form;
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006;
“paid”	means paid or credited as paid;
“participate”	in relation to a directors’ meeting, has the meaning given in article 10;
“proxy notice”	has the meaning given in article 52;
“shareholder”	means an A Shareholder or a B Shareholder;
“shares”	means A Shares and B Shares;
“special resolution”	has the meaning given in section 283 of the Companies Act 2006;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“transmittee”	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
“writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

Directors’ general authority

3. Subject to the articles, the directors are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

Shareholders' reserve power

4.—(1) The A Shareholders may, [illegible] ect the A Directors to take, or refrain from taking, specified actio
(2) The B Shareholders may, by s[illegible] e B Directors to take, or refrain from taking, specified action.
(3) No such special resolution inva[illegible] e directors have done before the passing of the resolution.

Directors may delegate

5.—(1) Subject to the articles, the [illegible] ny of the powers which are conferred on them under the articl
(a) to such person or committ
(b) by such means (including [illegible]
(c) to such an extent;
(d) in relation to such matters [illegible]
(e) on such terms and conditi
as they think fit.

(2) If the directors so specify, any [illegible] horise further delegation of the directors' powers by any person to [illegible] d.
(3) The directors may revoke any [illegible] rt, or alter its terms and conditions.

Committees

6.—(1) Committees to which the d[illegible] heir powers must follow procedures which are based as fa[illegible] n those provisions of the articles which govern the taking of decisio[illegible]
(2) The directors may make rules [illegible] committees, which prevail over rules derived from the articles if th[illegible] them.
(3) Committees to which the direct[illegible] powers must consist of at least one A Director and one B Director.

DECIS[illegible] TORS

Directors to take decisions colle[illegible]

7.—(1) The general rule about dec[illegible] s is that any decision of the directors must be a decision taken [illegible] e 8 or made by resolution at a meeting.
(2) A resolution shall only be pass[illegible] rs vote in favour of it and at least one eligible A Director and one eli[illegible] participating in the meeting of directors or the committee of direc[illegible]
(3) If the quorum for a meeting of [illegible] ordance with article 11.3, a resolution shall be passed if a maj[illegible] ent and eligible to vote at the meeting vote in favour of it.
(4) Except as provided below, eac[illegible] t a meeting of directors.
(5) If, in relation to any resolution t[illegible] tors, there is not an equal number of A Directors and B Directors pre[illegible] (whether participating in person or by alternate) then one of the eligib[illegible] he eligible B Directors as appropriate shall be entitled, in res[illegible] such additional vote or votes as shall result in the A Directors and [illegible] equal number of votes.
(6) In the case of an equality of vo[illegible] a second or casting vote.

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Directors' Written Resolutions

8.—(1) Any director may propose a tion by giving notice of the proposed resolution to each direct
(2) Notice of a proposed directors' ndicate:
(a) the proposed resolution
(b) the time by which it is p s should adopt it.
(3) A proposed directors' written re n all the directors who would have been entitled to vote on the resolu g have signed one or more copies of it.
(4) It is immaterial whether any dir before or after the time by which the notice proposed that it should
(5) Once a directors' written resolu must be treated as if it had been a decision taken at a directors' me the articles..

Calling a directors' meeting

9.—(1) Any director may call a dire notice of the meeting to the directors or by authorising the com give such notice.
(2) Notice of any directors' meetin
(a) its proposed date and tim
(b) where it is to take place;
(c) if it is anticipated that dire meeting will not be in the same place, how it is proposed tha te with each other during the meeting.
(3) Notice of a directors' meeting n ector, but need not be in writing.
(4) Notice of a directors' meeting n tors who waive their entitlement to notice of that meeting, by giving e company not more than 7 days after the date on which the meetin tice is given after the meeting has been held, that does not affect the r of any business conducted at it.
[(5) A minimum of 7 days' notice m rs' meeting, save where an A Director and a B Director consent iod of notice.]

Participation in directors' meeti

10.—(1) Subject to the articles, dir ectors' meeting, or part of a directors' meeting, when—
(a) the meeting has been ca cordance with the articles, and
(b) they can each communic rmation or opinions they have on any particular item of the bus
(2) In determining whether directo rectors' meeting, it is irrelevant where any director is or how they ther.
(3) If all the directors participating e same place, they may decide that the meeting is to be treated as ny of them is.

Quorum for directors' meetings

11.—(1) At a directors' meeting, u ating, no proposal is to be voted on, except a proposal to call anoth
(2) The quorum for directors' meet ich unless otherwise agreed from time to time by the shareholders a y in writing, one shall be an A Director and one shall be a B Dire

(3) A director shall not be counted relation to a matter or resolution on which he is not entitled to vote e quorum present in relation to all other matters or resolutions consid meeting.

Chairing of directors' meetings

12.—(1) The directors may appoin meetings.
(2) The post of chairman shall be h an A Director or by a B Director.
(3) If the chairman is not participat g within ten minutes of the time at which it was to start, the participati y the same shareholder as the chairman must appoint one of ther

Casting vote

13.—(1) If the numbers of votes fo are equal, the chairman or other director chairing the meeting does

Interests in existing or propose gements with the company

14.—(1) Subject to disclosure in a 177 and 182 of the Companies Act 2006, a director shall be entitle and vote at a meeting of directors or of a committee of direc aking process howsoever held on any resolution concerning a propo n or arrangement in which he has a direct or indirect interest.
(2) Subject to the provisions of the nd provided that he has disclosed to the directors the nature and ext ct interest he has in a proposed or existing transaction or arrangemen rector shall not, by reason of his office, be accountable to the comp he derives from any such transaction or arrangement and no ngement shall be liable to be avoided on the grounds of any suc

Directors' discretion to make fu

15. Subject to the articles, the dire which they think fit about how they take decisions, and about how corded or communicated to directors.

Records of meetings to be kept

16. The directors must cause minu meetings of directors to be recorded in writing and kept for at ate of the meeting recorded, whether taken by a meeting of all t ttee of directors or by written resolution of the directors.

APP ORS

Appointing and removing direct

17.—(1) Subject to article 18(g) be shall have the exclusive right to appoint, remove and replace all th Shareholders shall have the exclusive right to appoint, remove ectors.
(2) Subject to 18(g) below, any ap a director shall be decided upon by the A Shareholders or, as the c holders by either:

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(a) a written direction signe lders, in the case of A Directors, or all of the B Shareholders rs; or
(b) by an ordinary resolutio eeting of the shareholders of the class concerned duly conve nce with the provisions of these articles, provided that such ed by any holder of shares of the class concerned.

(3) Any appointment or removal of olders shall take effect upon delivery of the direction or a writte o a meeting of the directors or to the secretary (if any).

Termination of director's appoin

18. A person ceases to be a direct
(a) that person ceases to be a provision of the Companies Act 2006 or is prohibited from bei
(b) a bankruptcy order is mad
(c) a composition is made with generally in satisfaction of that person's debts;
(d) a registered medical practi t person gives a written opinion to the company stating that that sically or mentally incapable of acting as a director and may r hree months;
(e) by reason of that person's akes an order which wholly or partly prevents that person fro any powers or rights which that person would otherwise have;
(f) notification is received by th ctor that the director is resigning from office, and such resignat cordance with its terms;
(g) that person receives notice directors stating that that person should cease to be a director;
(h) in the case of an A Directo y A Shareholders, and in the case of a B Director, there are no lo s.

Directors' remuneration

19.—(1) Directors (and alternate d any services for the company that the directors decide.

(2) Directors (and alternate directo emuneration as the directors determine—
(a) for their services to the co
(b) for any other service which ompany.

(3) Subject to the articles, a directo s) remuneration may—
(a) take any form, and
(b) include any arrangements yment of a pension, allowance or gratuity, or any death, sicknes or in respect of that director.

(4) Unless the directors decide oth ternate directors') remuneration accrues from day to day.

(5) Unless the directors decide oth ernate directors) are not accountable to the company for ar ey receive as directors (or alternate directors) or other officer mpany's subsidiaries or of any other body corporate in which the

Directors' expenses

20. The company shall pay any re n the directors (including alternate directors) properly incur in connec at—

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(a) meetings of directors or co
(b) general meetings, or
(c) separate meetings of the h ares or of debentures of the company, or otherwise in con of their powers and the discharge of their responsibilities in relat

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Appointment and removal of alt

21.—(1) Any director (the "appoint ternate any other director, or any other person approved by resolutio
(a) exercise that director's pov
(b) carry out that director's res
in relation to the taking of decision absence of the alternate's appointor.
(2) Any appointment or removal of ected by notice in writing to the company signed by the appointor, pproved by the directors.
(3) The notice must—
(a) identify the proposed alter
(b) in the case of a notice of a atement signed by the proposed alternate that the proposed al the alternate of the director giving the notice.

Rights and responsibilities of al

22.—(1) An alternate director has n to any decision of the directors or directors' written resolution, as t
(2) Except as the articles specify o ors—
(a) are deemed for all purpose
(b) are liable for their own acts
(c) are subject to the same res ors; and
(d) are not deemed to be ager rs.
and, in particular (without limitatior shall be entitled to receive notice of all meetings of directors and of s of directors of which his appointor is a member.
(3) A person who is an alternate di —
(a) may be counted as particip determining whether a quorum is participating (but only if that p articipating),
(b) may sign a written resoluti ned or to be signed by that person's appointor).
No alternate may be counted as m such purposes.
(4) A director who is also an altern onal vote on behalf of each appointor who is:
(a) not participating in a dir
(b) would have been entitle ticipating in it;
but shall not count as more than o es of determining whether a quorum is present.
(5) An alternate director is not enti eration from the company for serving as an alternate director ex rnate's appointor's remuneration as the appointor may direct by not company.

Termination of alternate directo

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23. An alternate director's appointm minates—
(a) when the alternate's appoi ment by notice to the company in writing specifying when it is to
(b) on the occurrence in relatio event which, if it occurred in relation to the alternate's appo termination of the appointor's appointment as a director;
(c) on the death of the alterna
(d) when the alternate's appoi director terminates.

SHA ONS

All shares to be fully paid up

24. (1) No share is to be issued fo of its nominal value and any premium to be paid to the compan issue.
(2) This does not apply to shares t the company by the subscribers to the company's memorandum.

Rights attaching to shares

25. (1) Subject to any special right to any class of shares issued after the date of adoption of these ng to the shares are as set out in this article.
(2) On a return of assets on liquida sets of the company available for distribution among the shareholde paying to the shareholders a sum equal to the nominal amount of ea nd secondly the balance of such assets (if any) shall be distributed s, pro rata (as nearly as may be) according to the nominal amounts id up on the shares held by them respectively.
(3) Subject to the provisions of the the company available for distribution and resolved to be dist financial year shall be distributed among the shareholders. Every di d to the shareholders pro rata (as nearly as may be) according to the s paid up or credited as paid up on the] shares held by them respe
(4) Subject to any special rights, p tached to any shares and the provisions of the Companies Acts, he company on a show of hands every shareholder who (being an i erson or by proxy (not being himself a member) shall have one

Classes of shares

26. The shares of each class of sh lers thereof to the respective rights and privileges and subject th trictions and provisions appearing in these articles. The A Shares an stitute separate classes of shares but, except where otherwise provi lder thereof the same rights.

Reserved Matters

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27. (1) Notwithstanding any other s none of the following shall occur unless the holders of all of the A S all of the B Shares consent [in writing]:
(a) any alteration to the articles of ny or any act, matter or omission in breach of, or contrary to, the pro association of the company;
(b) any consolidation or re-denomi he company into larger nominal amounts or any sub-division of the pany into smaller nominal amounts;
(c) the issue of any shares in the c any option or right to acquire or call for the issue of the same whet cription or otherwise;
(d) the redemption or purchase by re or the reduction of the share capital, or any uncalled or unpaid , capital redemption reserve or share premium account of the com ny resolution authorising any of the foregoing;
(e) any arrangement whereby the shall cease to determine the general policy of the company and and operation of the company or cease to determine all matters inv ecisions material to the business of the company as a whole or othe l of the management of the company shall pass from the direc party or body;
(f) the paying of any share capital e stock of the company by way of capitalisation or application of any

Variation of Class Rights

28. (1) Subject to the Companies A cial rights or privileges for the time being attached to any share c apital of the company (notwithstanding that the company liquidation) may only be varied or abrogated with, either:
(a) the prior written consent of the hree-quarters of the issued shares of the class, or
(b) the sanction of a special resolu e meeting of the holders of shares of the class duly convened and he rticles.

Pre-emption rights on issue

29. (1) Sections 561 and 562 of th n relation to all allotments by the company of equity securities, are h
(2) Unless otherwise agreed by sp mpany proposes to allot any equity securities, those equity sec d to any person unless the company has first offered them to ate of the offer on the same terms, and at the same price, as th being offered to other persons on a pari passu and pro rata basis to d by those holders (as nearly as possible without involving fractions

(a) shall be in writing, shall for a period of [15] business days from the date of the offer a e number and subscription price of the relevant equity secur
(b) may stipulate that any s o subscribe for a number of equity securities in excess of the p entitled shall, in his acceptance, state the number of excess ch he wishes to subscribe.

(3) No shares may be allotted or is is not immediately prior to such allotment or issue a shareholder.
(4) Any share issued pursuant to t older by reference to his holding of shares shall on issue be design class as his current holding. Any such share certificate issued shall nversion and re-designation.

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(5) With the prior written approval ny of the restrictions or other provisions of this article 29 may be directors in relation to any proposed issue of shares.

Company not bound by less tha

30. Except as required by law, no d by the company as holding any share upon any trust, and except a law or the articles, the company is not in any way to be bound by or r a share other than the holder's absolute ownership of it and all the

Share certificates

31.—(1) The company must issue f charge, with one or more certificates in respect of the shares holds.
(2) Every certificate must specify—
(a) in respect of how many sh ssued;
(b) the nominal value of those
(c) any distinguishing number
(3) No certificate may be issued in e than one class.
(4) If more than one person holds ate may be issued in respect of it.
(5) Certificates must—
(a) have affixed to them the co or
(b) be otherwise executed in a panies Acts.

Replacement share certificates

32.—(1) If a certificate issued in re shares is—
(a) damaged or defaced, or
(b) said to be lost, stolen or de
that shareholder is entitled to ment certificate in respect of the same shares.
(2) A shareholder exercising the ri n a replacement certificate—
(a) may at the same time exer d with a single certificate or separate certificates;
(b) must return the certificate the company if it is damaged or defaced; and
(c) must comply with such con demnity and the payment of a reasonable fee as the director

Share transfers

33.—(1) Shares may be transferre ent of transfer in any usual form or any other form approved by the ted by or on behalf of the transferor.
(2) No fee may be charged for reg f transfer or other document relating to or affecting the title to a
(3) The company may retain any i ch is registered.
(4) The transferor remains the hold nsferee's name is entered in the register of members as holder of it
(5) The directors may refuse to reg are, and if they do so, they must give the transferee notice of their r reasons for the refusal. If registration is refused, the instrum eturned to the transferee with the notice of refusal unless they suspe sfer may be fraudulent.

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Transmission of shares

34.—(1) If title to a share passes t pany may only recognise the transmittee as having any title to th
(2) A transmittee who produces su nt to shares as the directors may properly require—

(a) may, subject to the articles e the holder of those shares or to have them transferred to anot

(b) subject to the articles, and he shares to another person, has the same rights as the holder

(3) But transmittees do not have th at a general meeting, or agree to a proposed written resolution, in re they are entitled, by reason of the holder's death or bankruptcy or oth ome the holders of those shares.

Exercise of transmittees' rights

35.—(1) Transmittees who wish to hares to which they have become entitled must notify the company in
(2) If the transmittee wishes to hav another person, the transmittee must execute an instrument of tran
(3) Any transfer made or executed e treated as if it were made or executed by the person from whom ived rights in respect of the share, and as if the event which gave rise not occurred.

Transmittees bound by prior no

36. If a notice is given to a shareho and a transmittee is entitled to those shares, the transmittee is bo s given to the shareholder before the transmittee's name or the nam d as the transferee(s) in an instrument of transfer executed un ntered in the register of members.

DIVIDEND BUTIONS

Procedure for declaring dividen

37.—(1) Subject to the articles, the ary resolution declare dividends, and the directors may decide to pa
(2) A dividend must not be declare ve made a recommendation as to its amount. Such a dividend must ecommended by the directors.
(3) No dividend may be declared c rdance with shareholders' respective rights.
(4) Unless the shareholders' resol rs' decision to pay a dividend, or the terms on which shares are issu must be paid by reference to each shareholder's holding of shar olution or decision to declare or pay it.
(5) If the company's share capital i asses, no interim dividend may be paid on shares carrying deferred c at the time of payment, any preferential dividend is in arrear.
(6) The directors may pay at interv at a fixed rate if it appears to them that the profits available for d ment.
(7) If the directors act in good faith bility to the holders of shares conferring preferred rights for any he lawful payment of an interim dividend on shares with deferred c

Payment of dividends and other

38.—(1) Where a dividend or othe ion is payable in respect of a share, it must be paid by one or m ns—

(a) transfer to a bank or buildi fied by the distribution recipient in writing;

(b) sending a cheque made pa recipient by post to the distribution recipient at the dis tered address (if the distribution recipient is a holder of the sha) to an address specified by the distribution recipient in writing

(c) sending a cheque made pa post to such person at such address as the distribution rec iting; or

(d) any other means of payme with the distribution recipient in writing.

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

(a) the holder of the share; or

(b) if the share has two or mo r of them is named first in the register of members; or

(c) if the holder is no longer er son of death or bankruptcy, or otherwise by operation of law,

No interest on distributions

39. The company may not pay inte other sum payable in respect of a share unless otherwise provided b

(a) the terms on which the sha

(b) the provisions of another a older of that share and the company.

Unclaimed distributions

40.—(1) All dividends or other sum

(a) payable in respect of share

(b) unclaimed after having bee ayable,

may be invested or otherwise tors for the benefit of the company until claimed.

(2) The payment of any such divid eparate account does not make the company a trustee in respect c

(3) If—

(a) twelve years have passed dividend or other sum became due for payment, and

(b) the distribution recipient ha

the distribution recipient is no long d or other sum and it ceases to remain owing by the company.

Non-cash distributions

41.—(1) Subject to the terms of iss on, the company may, by ordinary resolution on the recommendation o pay all or part of a dividend or other distribution payable in respe ng non-cash assets of equivalent value (including, without limitation, s in any company).

(2) For the purposes of paying a n directors may make whatever arrangements they think fit, includi rises regarding the distribution—

(a) fixing the value of any asse

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(b) paying cash to any distribu s of that value in order to adjust the rights of recipients; and
(c) vesting any assets in truste

Waiver of distributions

42. Distribution recipients may wai dividend or other distribution payable in respect of a share by gi in writing to that effect, but if—
(a) the share has more than o
(b) more than one person is e her by reason of the death or bankruptcy of one or more joi
the notice is not effective unless it , and signed, by all the holders or persons otherwise entitled to the s

CAP FITS

Authority to capitalise and appr sums

43.—(1) Subject to the articles, the e so authorised by an ordinary resolution—
(a) decide to capitalise any pr ether or not they are available for distribution) which are not req ential dividend, or any sum standing to the credit of the co account or capital redemption reserve; and
(b) appropriate any sum which lise (a "capitalised sum") to the persons who would have bee stributed by way of dividend (the "persons entitled") and in the s
(2) Capitalised sums must be appl
(a) on behalf of the persons e
(b) in the same proportions as een distributed to them.
(3) Any capitalised sum may be ap hares of a nominal amount equal to the capitalised sum which are th lly paid to the persons entitled or as they may direct.
(4) A capitalised sum which was a vailable for distribution may be applied in paying up new debentur are then allotted credited as fully paid to the persons entitled or as t
(5) Subject to the articles the direc
(a) apply capitalised sums in a hs (3) and (4) partly in one way and partly in another;
(b) make such arrangements th shares or debentures becoming distributable in fract cluding the issuing of fractional certificates or the making of ca
(c) authorise any person to en th the company on behalf of all the persons entitled which is b t of the allotment of shares and debentures to them under this

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Attendance and speaking at ger

44.—(1) A person is able to exerci general meeting when that person is in a position to communi g the meeting, during the meeting, any information or opinions which usiness of the meeting.
(2) A person is able to exercise the l meeting when—
(a) that person is able to vot resolutions put to the vote at the meeting, and
(b) that person's vote can be termining whether or not such resolutions are passed at the of all the other persons attending the meeting.
(3) The directors may make whate onsider appropriate to enable those attending a general meeting o speak or vote at it.
(4) In determining attendance at a material whether any two or more members attending it are in the sa
(5) Two or more persons who are each other attend a general meeting if their circumstances are were to have) rights to speak and vote at that meeting, they are rcise them.

Quorum for general meetings

45. (1) No business shall be transa g unless the shareholders attending it constitute a quorum at ng proceeds to business and remains present during the transac
(2) Two persons entitled to vote up ansacted, each being a shareholder or a proxy for a share provided that at least one such person is an A Shareholder and or areholder (or a proxy of such shareholder).

Chairing general meetings

46.—(1) The chairman of the boar general meetings.
(2) If the chairman of the board of t any general meeting the shareholder who appointed him sh a director or shareholder to chair the meeting, and the appointment eeting must be the first business of the meeting.
(3) The person chairing a meeting rticle is referred to as "the chairman of the meeting".

Attendance and speaking by dir olders

47.—(1) Directors may attend and gs, whether or not they are shareholders.
(2) The chairman of the meeting m who are not—
(a) shareholders of the compa
(b) otherwise entitled to exerc ders in relation to general meetings,
to attend and speak at a general m

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Adjournment

48.—(1) If the persons attending a [illegible] half an hour of the time at which the meeting was due to start do no [illegible] if during a meeting a quorum ceases to be present, the chairma [illegible] journ it.
(2) The chairman of the meeting m [illegible] eting at which a quorum is present if—
(a) the meeting consents to ar [illegible]
(b) it appears to the chairman [illegible] djournment is necessary to protect the safety of any person atten [illegible] re that the business of the meeting is conducted in an or [illegible]
(3) The chairman of the meeting m [illegible] eeting if directed to do so by the meeting.
(4) When adjourning a general me [illegible] e meeting must—
(a) either specify the time and [illegible] rned or state that it is to continue at a time and place to be fixed [illegible]
(b) have regard to any directio [illegible] ce of any adjournment which have been given by the meeti [illegible]
(5) If the continuation of an adjour [illegible] ace more than 14 days after it was adjourned, the company must give [illegible] tice of it (that is, excluding the day of the adjourned meeting and the [illegible] s given)—
(a) to the same persons to wh [illegible] y's general meetings is required to be given, and
(b) containing the same inform [illegible] is required to contain.
(6) No business may be transacte [illegible] l meeting which could not properly have been transacted at t [illegible] ment had not taken place.

VOTI [illegible] INGS

Voting: general

49. A resolution put to the vote of a [illegible] e decided on a show of hands unless a poll is duly demanded in a [illegible] les.

Errors and disputes

50.—(1) No objection may be raise [illegible] any person voting at a general meeting except at the meeting or a [illegible] ch the vote objected to is tendered, and every vote not disal [illegible] alid.
(2) Any such objection must be ref [illegible] the meeting, whose decision is final.

Poll votes

51.—(1) A poll on a resolution may [illegible]
(a) in advance of the general [illegible] put to the vote, or
(b) at a general meeting, eithe [illegible] s on that resolution or immediately after the result of a show of ha [illegible] declared.
(2) A poll may be demanded by—
(a) an individual who is a mem [illegible]
(b) a person authorised under [illegible] panies Act 2006 (representation of corporations at meetings) to a [illegible] of a corporation in relation to

the meeting, or

(c) a person appointed as pro n to the meeting.

(3) A poll may not be demanded a e question of—

(a) the election of the chairma

(b) the adjournment of the me

(4) A demand for a poll may be wi

(a) the poll has not yet been ta

(b) the chairman of the meetin awal.

A demand so withdrawn shall not i show of hands declared before the demand was made.

(5) Polls must be taken immediate s the chairman of the meeting directs.

Content of proxy notices

52.—(1) Proxies may only validly b in writing (a “proxy notice”) which—

(a) states the name and addre pointing the proxy;

(b) identifies the person appoi er’s proxy and the general meeting in relation to which th

(c) is signed by or on behalf o ing the proxy, or is authenticated in such manner as the directo

(d) is delivered to the compan articles and any instructions contained in the notice of the they relate.

(2) The company may require prox in a particular form, and may specify different forms for different

(3) Proxy notices may specify how er them is to vote (or that the proxy is to abstain from voting) on

(4) Unless a proxy notice indicates ated as—

(a) allowing the person appoin iscretion as to how to vote on any ancillary or procedural resolut and

(b) appointing that person as adjournment of the general meeting to which it relates as .

Delivery of proxy notices

53.—(1) A person who is entitled t either on a show of hands or on a poll) at a general meeting remains that meeting or any adjournment of it, even though a valid proxy not the company by or on behalf of that person.

(2) An appointment under a proxy y delivering to the company a notice in writing given by or on beh m or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appo if it is delivered before the start of the meeting or adjourned meeting

(4) If a proxy notice is not execute g the proxy, it must be accompanied by written evidence rson who executed it to execute it on the appointor’s behalf.

Amendments to resolutions

54.—(1) An ordinary resolution to meeting may be amended by ordinary resolution if—

(a) notice of the proposed am ompany in writing by a person entitled to vote at the general e proposed not less than 48

SAMPLE

hours before the meeting is to time as the chairman of the meeting may determine), and

(b) the proposed amendment ble opinion of the chairman of the meeting, materially alter the s

(2) A special resolution to be propo g may be amended by ordinary resolution, if—

(a) the chairman of the meetin ent at the general meeting at which the resolution is to be p

(b) the amendment does not g sary to correct a grammatical or other non-substantive error in

(3) If the chairman of the meeting, ngly decides that an amendment to a resolution is out of order, the c t invalidate the vote on that resolution.

Written Resolutions

55. (1) Subject to the Companies A tion proposed and approved in accordance with the Companies A

(a) a simple majority in the case of and

(b) at least 75% in the case of a sp

In each case of the holders of all th ntitled to vote on the matter is as valid and effective for all purposes t a general meeting duly convened and held.

(2) A written resolution may consis n the like form, each executed by or on behalf of one or more person

(3) In the case of a corporation the d on its behalf by a director or the secretary thereof or by its duly app ppointed authorised representative.

Class Meetings

56. Except as otherwise provided cept where there is only one holder of shares of a class, the pro relating to general meetings shall apply, with necessary modification holders of shares of a class held otherwise than in connection with n of the rights attached to shares of that class.

ADMIN MENTS

Means of communication to be

57.—(1) Subject to the articles, an y or to the company under the articles may be sent or supplied in mpanies Act 2006 provides for documents or information which a by any provision of that Act to be sent or supplied by or to the comp

(2) Subject to the articles, any noti nt or supplied to a director in connection with the taking of decis so be sent or supplied by the means by which that director has a ied with such notices or documents for the time being.

(3) A director may agree with the c documents sent to that director in a particular way are to be deemed within a specified time of their being sent, and for the specified ti urs.

Company seals

SAMPLE

58.—(1) Any common seal may or ity of the directors.
(2) The directors may decide by w rm any common seal is to be used.
(3) Unless otherwise decided by th ny has a common seal and it is affixed to a document, the docume y at least one authorised person in the presence of a witness who a
(4) For the purposes of this article, —
(a) any director of the compar
(b) the company secretary (if a
(c) any person authorised by t se of signing documents to which the common seal is applied.

No right to inspect accounts an

59. Except as provided by law or a s or an ordinary resolution of the company, no person is entitled to i ny's accounting or other records or documents merely by virtue of b

Provision for employees on ces

60. Subject to the Companies Act decide to make provision for the benefit of persons employed or for ompany or any of its subsidiaries (other than a director or former dir in connection with the cessation or transfer to any person of the wh king of the company or that subsidiary.

DIRECTOR SURANCE

Indemnity

61.—(1) Subject to paragraph (2), any indemnity to which a relevant officer may otherwise be entitled, a indemnified out of the company's assets against all costs, charges, l bilities incurred by him as a relevant officer in the actual or pur discharge of his duties for the company or an associated compa s a trustee of an occupational pension scheme (as defined in sec anies Act 2006), or in relation thereto including any liability incur ny civil or criminal proceedings, in which judgement is given in his fav uitted or the proceedings are otherwise disposed of without any ny material breach of duty on his part or in connection with any appl grants him relief from liability for negligence, default, breach of duty tion to the company's affairs or those of an associated company.
(2) This article does not authorise ld be prohibited or rendered void by any provision of the Companies vision of law.
(3) In this article—
(a) companies are associated he other or both are subsidiaries of the same body corporate, a
(b) a "relevant officer" means er or former director or other officer of the company or an a y company that is a trustee of an occupational pension scheme 5(6) of the Companies Act 2006) other than any person (whethe any or not) engaged by the company as auditor to the ext s capacity as an auditor.

SAMPLE

Insurance

62.—(1) The directors may decide n insurance, at the expense of the company, for the benefit of any rel f any relevant loss.

(2) In this article—

(a) a "relevant officer" means er or former director or other officer of the company or an a ny company that is a trustee of an occupational pension scheme 35(6) of the Companies Act 2006) other than any person (whethe any or not) engaged by the company as auditor to the ext s capacity as an auditor,

(b) a "relevant loss" means an as been or may be incurred by a relevant officer in connection w or powers in relation to the company, any associated com d or employees' share scheme of the company or associated co

(c) companies are associated he other or both are subsidiaries of the same body corporate.

SAMPLE