

Company number 09586197

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

JP D H LONDON LTD (Company)

*May 15,* 2015 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

**SPECIAL RESOLUTION**

- 1 THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

**AGREEMENT**

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

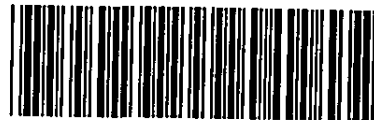
The undersigned, being persons entitled to vote on the above Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions

Signed by ANGELINA JOLIE PITT

Date

*Angelina Jolie Pitt*  
*May 15, 2015*

MONDAY



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COMPANIES HOUSE

## NOTES

1 You can agree to all or none of the Resolutions but not just some of them. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand** delivering the signed copy to The Company, c/o Michael Simkins LLP, 3<sup>rd</sup> Floor, Lynton House, 7-12 Tavistock Square, London WC1H 9LT
- **Post** returning the signed copy by post to The Company, c/o Michael Simkins LLP, 3<sup>rd</sup> Floor, Lynton House, 7-12 Tavistock Square, London WC1H 9LT

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

2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3 Unless within 28 days from the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

4 In the case of joint members, only the vote of the senior member who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

COMPANIES ACT 2006 - PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES

OF

ASSOCIATION

(adopted by special resolution on *May 15, 2015*)

JP D H LONDON LTD

Incorporated in ENGLAND & WALES

Registration number

9586197

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### 1 Defined terms

1 1 In the articles, unless the context requires otherwise

**A Director** means a director appointed by the members and designated an "A Director", in accordance with these articles,

**articles** means the company's articles of association,

**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,

**B Director** means a director appointed by the members and designated a "B Director", in accordance with these articles,

**chairperson** has the meaning given in article 14,

**chairperson of the meeting** has the meaning given in article 28,

**Companies Acts** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

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

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

**electronic form** has the meaning given in section 1168 of the Companies Act 2006,

**eligible director** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any B Director whose vote is not to be counted in respect of the particular matter),

**Majority Board Decision** means a decision made by a simple majority of the eligible directors, which majority shall be required to include the A Director,

**member** has the meaning given in section 112 of the Companies Act 2006,

**ordinary resolution** has the meaning given in section 282 of the Companies Act 2006,

**participate** in relation to a directors' meeting, has the meaning given in article 12,

**proxy notice** has the meaning given in article 34,

**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, 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 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

1 3 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2006 (*SI 2008/3229*) (as amended from time to time) shall not apply to the company

## 2 Object

The object for which the company is established is to cooperate on international, humanitarian and philanthropic interests and related projects

## 3 Powers

3 1 In pursuance of the object set out in article 2, the company has the power to

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the company,
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the company's property and assets,
- (c) invest and deal with the funds of the company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way,
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company and to contract with any person, firm or company to pay the same,
- (h) enter into contracts to provide services to or on behalf of other bodies,
- (i) provide and assist in the provision of money, materials or other help,

- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- (k) incorporate subsidiary companies to carry on any trade, and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the object set out in article 2

#### **4 Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while she is a member or within one year after she ceases to be a member, for

- (a) payment of the company's debts and liabilities contracted before she ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **5 Directors' general authority**

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

#### **6 Members' reserve power**

- 6.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

#### **7 Directors may delegate**

- 7.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
  - (a) to such person or committee,
  - (b) by such means (including by power of attorney),
  - (c) to such an extent,
  - (d) in relation to such matters or territories, and
  - (e) on such terms and conditions,

as they think fit

7 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

7 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

## **8 Committees**

8 1 Committees to which the directors delegate any of their powers must include at least one A Director and 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

8 2 The provisions of article 13 shall apply equally to meetings of any committee of the directors as to meetings of the directors

## **DECISION-MAKING BY DIRECTORS**

### **9 Directors to take decisions collectively**

9 1 The general rule about decision-making by directors is that any decision of the directors must be either a Majority Board Decision at a meeting or a decision taken in accordance with article 10

9 2 If

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

### **10 Unanimous decisions**

10 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

10 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing

10 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

### **11 Calling a directors' meeting**

11 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

11 2 Notice of any directors' meeting must indicate

(a) its proposed date and time,

(b) where it is to take place, and



- (c) 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 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 not more than 7 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
- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) 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 Quorum for directors' meetings**
- 13 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 13 2 The quorum for directors' meetings must be one A Director and (if appointed) one eligible B Director. If no B Director is appointed or none are eligible directors, the quorum for directors' meetings shall be one A Director
- 13 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision
- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the members to appoint further directors
- 14 Chairing of directors' meetings**
- 14 1 The post of chairperson of the directors will be held by an A Director
- 14 2 If the chairperson for the time being is unable to attend any meeting of the board of directors, the A Director present shall be entitled to appoint herself or another A Director present to act as chairperson at the meeting
- 15 Casting vote**
- If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote

## **16 Conflicts of interest**

- 16 1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a B Director is interested, that B Director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 16 2 But if paragraph 16 3 applies, a B Director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes
- 16 3 This paragraph applies when the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a B Director from being counted as participating in the decision-making process
- 16 4 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 5 Subject to paragraph 16 6, if a question arises at a meeting of directors or of a committee of directors as to the right of a B 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 chairperson whose ruling in relation to any director other is to be final and conclusive
- 16 6 The provisions of this article 16 shall not apply to any A Director, who shall in all decisions of the board of directors be counted as participating in the decision-making process for quorum or voting purposes notwithstanding that such A Director is, or may be, interested in an actual or proposed transaction or arrangement with the company

## **17 Records of decisions to be kept**

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

## **APPOINTMENT OF DIRECTORS**

### **18 Methods of appointing directors**

- 18 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 by ordinary resolution
- 18 2 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director
- 18 3 For the purposes of paragraph 18 2, where 2 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

### **19 Termination of director's appointment**

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) 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,
- (e) 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,
- (f) in the case of a B Director who is employed by the company, their employment is terminated for whatever reason, or
- (g) that person dies

**20 Alternate A Directors**

20 1 Any A Director (other than an alternate A Director) (**Appointor**) may appoint any person (whether or not a director), to be an alternate A Director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these articles, where the context so permits, the term "A Director" shall include an alternate director appointed by an A Director. A person may be appointed an alternate A Director by more than one A Director.

20 2 Any appointment or removal of an alternate A Director must be effected by notice in writing to the company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.

20 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the A Director giving the notice.

20 4 An alternate A Director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

20 5 Except as the articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

20 6 A person who is an alternate director but not a director may

- (a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is not participating), and
  - (b) participate in a unanimous decision of the directors (but only if his Appointor does not herself participate)
- 20 7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors
- 20 8 An alternate director may be paid expenses and may be indemnified by the company to the same extent as if he were a director but shall not be entitled to receive from the company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the company from time to time direct
- 20 9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates
- (a) when the alternate's Appointor revokes the appointment by notice to the company and the alternate in writing specifying when it is to terminate, or
  - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director, or
  - (c) when the alternate director's Appointor ceases to be a director for whatever reason
- 20 10 No B Director shall be entitled to appoint an alternate
- 21 Directors' remuneration**
- 21 1 Directors may undertake any services for the company that the directors decide
- 21 2 Directors are entitled to such remuneration as the members determine
- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company
- 21 3 Subject to the articles, a director's remuneration may
- (a) take any form, and
  - (b) 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
- 21 4 Unless the members decide otherwise, directors' remuneration accrues from day to day
- 21 5 Unless the members decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

**22 Directors' expenses**

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

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders 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

**PART 3**

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**23 Applications for membership**

No person shall become a member of the company unless

- (a) that person has completed an application for membership in a form approved by the A Directors,
- (b) the A Directors have approved the application, and
- (c) that person has paid the subscriptions or membership fees in such amounts as may be determined on an annual basis by a simple majority of the A Directors

**24 Transfer of membership**

24 1 A member may transfer her membership to another person by signing an instrument of transfer in any usual form or in any form approved by the A Directors and depositing such document at the registered office of the company

24 2 Following deposit of the instrument of transfer at the registered office, the directors shall, as soon as reasonably practicable, register the transferee in the Register of Members of the company and notify the transferee of the date he becomes a member

24 3 No fee shall be charged for registering the transferee in the Register of Members

24 4 When a member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the membership shall automatically pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate) who may transfer such membership rights in accordance with the procedure set out in article 24

**25 Termination of membership**

A member may withdraw from membership of the company by giving 7 days' notice to the company in writing

## ORGANISATION OF GENERAL MEETINGS

### 26 Attendance and speaking at general meetings

- 26 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
- 26 2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) 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
- 26 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
- 26 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
- 26 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

### 27 Quorum for general meetings

- 27 1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 27 2 The quorum for members' meetings shall be one member

### 28 Chairing general meetings

- 28 1 If the A Directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so
- 28 2 If the A Directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the meeting must appoint a director or member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting
- 28 3 The person chairing a meeting in accordance with this article is referred to as **the chairperson of the meeting**

### 29 Attendance and speaking by directors and non-members

- 29 1 Directors may attend and speak at general meetings, whether or not they are members
- 29 2 The chairperson of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

**30 Adjournment**

- 30 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 chairperson of the meeting must adjourn it
- 30 2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if
- (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairperson 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
- 30 3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting
- 30 4 When adjourning a general meeting, the chairperson of the meeting must
- (a) 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
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 30 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- 30 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**

**31 Voting general**

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

**32 Errors and disputes**

- 32 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
- 32 2 Any such objection must be referred to the chairperson of the meeting, whose decision is final

**33 Poll votes**

33 1 A poll on a resolution may be demanded

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) 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

33 2 A poll may be demanded by

- (a) the chairperson of the meeting,
- (b) two or more persons having the right to vote on the resolution, or
- (c) 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

33 3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairperson of the meeting consents to the withdrawal

33 4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs

**34 Content of proxy notices**

34 1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which

- (a) states the name and address of the member appointing the proxy,
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate

34 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

34 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

34 4 Unless a proxy notice indicates otherwise, it must be treated as

- (a) 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
- (b) 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



**35 Delivery of proxy notices**

- 35 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 35 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 35 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 35 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

**36 Amendments to resolutions**

- 36 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) 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 chairperson of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution
- 36 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 36 3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution

**PART 4**

**ADMINISTRATIVE ARRANGEMENTS**

**37 Means of communication to be used**

- 37 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 the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

37 2 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

37 3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

#### **38 Company seals**

38 1 Any common seal may only be used by the authority of the directors

38 2 The directors may decide by what means and in what form any common seal is to be used

38 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

38 4 For the purposes of this article, an authorised person is

- (a) any director of the company who is authorised by the A Directors for the purpose of signing documents to which the common seal is applied,
- (b) any person authorised by the A Directors for the purpose of signing documents to which the common seal is applied

#### **39 Right to inspect accounts and other records**

A member shall be entitled to inspect any of the company's accounting or other records or documents

#### **40 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**

#### **41 Indemnity**

41 1 Subject to paragraph 41 2, a relevant director of the company or an associated company may be indemnified out of the company's assets against

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies' Act 2006),

- (c) any other liability incurred by that director as an officer of the company or an associated company

41 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

41 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a **relevant director** means any director or former director of the company or an associated company

## 42 Insurance

42 1 The directors may decide to purchase and maintain insurance at the expense of the company, for the benefit of any relevant director in respect of any relevant loss

42 2 In this article

- (a) a **relevant director** means any director or former director of the company or an associated company,
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate