

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
H.R.C.A. LTD (the “Company”)

1. INTERPRETATION AND LIMITATION OF LIABILITY

1.1 Defined terms

In the articles, unless the context requires otherwise—

“**articles**” means the Company’s articles of association as adopted and amended from time to time;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“**Board**” means the board of Directors of the Company as appointed from time to time;

“**Chairman**” has the meaning given in article 4.6;

“**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 as appointed pursuant to these articles, and includes any person occupying the position of director;

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

“**electronic form**” means a document or information which is sent or supplied—

- (a) by electronic means (for example, by e-mail or fax), or
- (b) by any other means while in an electronic form (for example, sending a disk by post);

“**Guarantor**” means a person whose application pursuant to article 7.2 has been accepted by the Board and who has paid a full subscription pursuant to article 7.3.1, and Honorary Life Members;

“**Honorary Life Member**” means a person nominated by the Board in recognition of services to the Company whose nomination is ratified by the Guarantors at a general meeting of the Company.

“**Management Committee**” means the committee established pursuant to article 6;

“ordinary resolution” means a resolution that is passed by a simple majority:

- (a) _____ in the case of a written resolution, of the total number of Guarantors; and
- (b) _____ in the case of a general meeting, of the total number of votes cast by eligible Guarantors at a quorate general meeting;

“proxy notice” has the meaning given in article 9.4;

“special resolution” means a resolution that is passed by a majority of not less than 75%:

- (a) _____ in the case of a written resolution, of the total number of Guarantors; and
- (b) _____ in the case of a general meeting, of the total number of votes cast by eligible Guarantors at a quorate general meeting;

“subsidiary”: a company is a “subsidiary” of another company if that other company:

- (a) _____ holds a majority of the voting rights in it, or
- (b) _____ is a member of it and has the right to appoint or remove a majority of its board of directors, or
- (c) _____ is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or
- (d) _____ if it is a subsidiary of a company that is itself a subsidiary of that other company.

“Term” means a single term of office of a Director, being 3 years commencing on the date that Director is appointed and ending on the date of the 3rd annual general meeting following that appointment;

“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 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.

1.4 For the purposes of Section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of the Articles.

1.5 Liability of Guarantors

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

- 1.5.1 payment of the Company's debts and liabilities contracted before he ceases to be a Guarantor,
- 1.5.2 payment of the costs, charges and expenses of winding up, and
- 1.5.3 adjustment of the rights of the contributories among themselves.

2. OBJECTIVES

The objectives of the Company shall be:

- 2.1 To stimulate interest among, to seek knowledge from, and exchange views between collectors and operators of Hornby Trains, both 0 gauge and Dublo, and other brands, and their accessories, as manufactured by Meccano Ltd and/or its subsidiaries from time to time up to and including the year 1973 or such other brands and dates as the Board may determine ("**Collectables**");
- 2.2 To promote and hold either alone or jointly with other companies, associations, clubs or persons, such meetings, exhibitions and other functions as the Board may decide;
- 2.3 To increase the interest and knowledge of the Guarantors in Collectibles, and to encourage Guarantors to support the Company financially;
- 2.4 To publish and circulate a regular 'Journal' and other information relating to Collectibles and which is or may be of interest to Guarantors;
- 2.5 To encourage Guarantors to produce and commission spare and replacement parts, and to undertake repairs and restorations in relation to Collectibles; and
- 2.6 To support and organise any other activity which in the opinion of the Directors is likely to further any or all of the above objectives, including diversification into commercial activities through wholly owned subsidiary companies.
- 2.7 To do all such other things as the Board thinks fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated above.

3. DIRECTORS

- 3.1 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.

- 3.2 Directors may delegate

- 3.2.1 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.

3.2.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

3.2.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

3.3 Committees

3.3.1 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.

3.3.2 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.

4. **DECISION-MAKING BY THE BOARD**

4.1 The Board to take decisions collectively

4.1.1 The general rule about decision-making by the Board is that any decision must be a majority decision at a meeting.

4.1.2 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.

4.2 Unanimous decisions

4.2.1 A decision of the Board 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.

- 4.2.2 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.
 - 4.2.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
 - 4.2.4 A decision may not be taken in accordance with this article if the Directors present would not have formed a quorum at such a meeting.
- 4.3 Calling a Board meeting
- 4.3.1 Any Director may call a Board meeting at any time by giving notice of the meeting to the Board members.
 - 4.3.2 Notice of any Board 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.
 - 4.3.3 Notice of an Board meeting must be given to each Director, but need not be in writing.
 - 4.3.4 Notice of an Board 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.
- 4.4 Participation in Board meetings
- 4.4.1 Subject to the articles, Directors participate in a Board meeting, or part of a Board meeting 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.
 - 4.4.2 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.
 - 4.4.3 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.
- 4.5 Quorum for Board meetings

- 4.5.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 4.5.2 The quorum for Board meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.
- 4.5.3 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 Guarantors to appoint further Directors.
- 4.6 Chairing of Board meetings
 - 4.6.1 The Guarantors shall appoint a Director to chair Board meetings.
 - 4.6.2 The person so appointed for the time being is known as the Chairman.
 - 4.6.3 The Directors may terminate the Chairman's appointment at any time.
 - 4.6.4 If the Chairman is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating Directors must appoint, first the Vice-Chairman or if not present, one of themselves to chair it.
- 4.7 Casting vote
 - 4.7.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
 - 4.7.2 But this does not apply if, in accordance with the articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 4.8 Conflicts of interest
 - 4.8.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
 - 4.8.2 But if paragraph 4.9.3 applies, a 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.
 - 4.8.3 This paragraph applies when—
 - (a) the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Director from being counted as participating in the decision-making process;

- (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the Director's conflict of interest arises from a permitted cause.

4.8.4 For the purposes of this article, the following are permitted causes—

- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- (c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

4.8.5 For the purposes of this article, references to proposed decisions and decision-making processes include any Board meeting or part of a Board meeting.

4.8.6 Subject to paragraph 4.8.7, 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.

4.8.7 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.

4.9 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.

4.10 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.

5. APPOINTMENT OF DIRECTORS

5.1 Methods of appointing Directors

- 5.1.1 The number of Directors shall be not less than three but shall not be subject to a maximum.
 - 5.1.2 Any Guarantor 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 at the annual general meeting.
 - 5.1.3 In any case where, as a result of death, the Company has no Guarantors and no Directors, the personal representatives of the last Guarantor to have died have the right, by in writing, to appoint a person to be a Director.
 - 5.1.4 For the purposes of paragraph 5.1.3, where 2 or more Guarantors die in circumstances rendering it uncertain who was the last to die, a younger Guarantor is deemed to have survived an older Guarantor.
 - 5.1.5 The Board shall have the power to co-opt a Guarantor to the Board provided that a majority of the Board approve the appointment of that Guarantor as a Director. Any Director so co-opted to the Board shall hold office until the next annual general meeting, at which that Director shall retire from office unless they are elected as a Director to serve a full Term pursuant to article 5.1.2.
 - 5.1.6 If a Director resigns or otherwise ceases to be a Director under article 5.2 during his term, a person may be appointed as Director by the majority of the Board in place of the resigning or removed Director and such person shall hold office until the next annual general meeting, at which he can be elected as a Director to serve a full term.
- 5.2 Retirement of Directors by rotation
- 5.2.1 Subject to articles 5.2.3 and 5.3, upon election each Director shall serve a single Term in office and shall be deemed to retire at the 3rd annual general meeting following their appointment as a Director.
 - 5.2.2 Each Director retiring at an annual general meeting pursuant to article 5.2.1 shall be eligible for immediate re-election as a Director.
 - 5.2.3 Upon adoption of these articles, the incumbent Directors of the Company shall be deemed to be re-elected as Directors. To ensure that the retirement by Directors is staggered such that not all of the Directors are deemed to retire in the same year, the Guarantors shall determine at the general meeting at which these articles are adopted the period of time for which each incumbent Director's initial period of office shall last as follows:
 - (a) the incumbent Director with the most votes at such general meeting shall hold office for a period of 3 years ending on the date of the 3rd annual general meeting following the adoption of these articles;
 - (b) the incumbent Director with the second most votes at such general meeting shall hold office for a period of 2 years ending on the date of the 2nd annual general meeting following the adoption of these articles; and
 - (c) the incumbent Director with the least number of votes at such general meeting shall hold office for a period of 1 year ending on the date of the 1st annual general meeting following the adoption of these articles.

Once each incumbent Director has served their initial respective term as set out in this article 5.2.3 they shall be eligible for re-election and if so re-elected shall serve the normal Term of office of 3 years before being required to retire pursuant to article 5.2.1.

5.3 Termination of Director's appointment

5.3.1 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) written notification is received by the Company secretary or Chairman from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

5.4 Directors' remuneration

5.4.1 Directors will not, in the normal course of business, receive remuneration for their services.

5.4.2 Directors may, however, be paid remuneration for work carried out for the Company from time to time subject to approval by the majority of the Board.

5.5 Directors' expenses

Directors shall be entitled to receive reimbursement for reasonable expenses wholly, exclusively and necessarily incurred in connection with carrying out their duties as Directors.

6. **MANAGEMENT COMMITTEE**

6.1 The Board shall establish a Management Committee on such terms as the Board shall determine from time to time, subject to article 6.2.

6.2 The Management Committee shall comprise a minimum of two persons, being Guarantors that the Board shall determine from time to time provided that each of the Directors in office from time to time shall automatically be appointed to the Management Committee. The Management Committee shall not be subject to a maximum number of persons.

6.3 The quorum for meetings of the Management Committee shall be two persons provided that at least one of those persons is a Director.

- 6.4 The Management Committee shall have responsibility for, amongst any other duties as the Board shall determine from time to time:
- 6.4.1 reporting to the Board on the financial position of the Company, including preparing and providing the Board with management accounts and financial reports from time to time;
 - 6.4.2 liaising with the Guarantors and affiliate membership of the Company on the payment of subscriptions and the provision of information in respect of Company publications and events;
 - 6.4.3 coordinating events of the Company, including the marketing, running and any promotion of such events;
 - 6.4.4 maintaining the Company's website and updating it with relevant information for the Company;
 - 6.4.5 coordinating auctions for the Company; and
 - 6.4.6 maintaining the archiving of information and products.
- 6.5 At each annual general meeting of the Company, the appointment of persons to the Management Committee since the last annual general meeting of the Company shall be put to the meeting and be ratified by the Guarantors. The Guarantors shall have the power to remove a member of the Management Committee by way of ordinary resolution at such annual general meeting.

7. GUARANTORS AND MEMBERSHIP

- 7.1 Categories of membership and their rights
- 7.1.1 Each Guarantor shall be entitled to receive notice of, to attend, and to vote at each general meeting of the Company. Each Guarantor shall have one vote at such general meetings. All Guarantors shall be recorded within the Company's statutory register of members as Guarantors.
 - 7.1.2 The Board may establish affiliate categories of membership separate to the Guarantors with different rights and obligations and shall record any rights and obligations of these affiliate categories of membership in a separate register to the register of Guarantors. These affiliate categories of membership shall not be members for the purposes of the Company's statutory register of members or the Companies Acts. These separate affiliate categories of membership shall have no right to receive notice of, attend, or to vote at general meetings of the Company but may be invited to attend such meetings at the discretion of the Board.
 - 7.1.3 The Board may directly or indirectly alter the rights or obligations attached to an affiliate category of membership pursuant to article 7.1.2. Any change to the rights or privileges of any affiliate category of membership during the period in respect of which that person has renewed their membership shall only take effect from the following membership period to which that person is required to renew.
- 7.2 Applications for Guarantors and affiliate membership

- 7.2.1 Applications for Guarantors or other affiliate categories of membership pursuant to article 7.1.2 shall be open to all persons interested in the furtherance of the Company's objectives as defined in article 2.
- 7.2.2 No person shall become a Guarantor or affiliate member of the Company unless—
- (a) that person has completed an application to be a Guarantor or affiliate member in a form approved by the Board; and
 - (b) the Board have approved the application.
- 7.2.3 The Board may refuse acceptance of any application and is not obliged to give reasons for such refusal.
- 7.3 Subscriptions
- 7.3.1 Where a Guarantor is required to pay a subscription fee, such fees are to be determined by the Board and approved at each annual general meeting and will be payable by the last day of April in each year.
- 7.3.2 Where another affiliate category of membership pursuant to article 7.1.2 is required to pay a subscription fee, such fees are to be determined by the Board and approved at each annual general meeting and will be payable by the last day of April in each year.
- 7.3.3 The Company reserves the right to charge the additional cost incurred by shipping to countries outside the UK to the Guarantor or affiliate member.
- 7.4 Termination of Guarantors and affiliate membership
- 7.4.1 A Guarantor or affiliate member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.
- 7.4.2 A Guarantor or affiliate member terminating their membership shall not be entitled to the return of any part of their subscription fee.
- 7.4.3 A Guarantor or affiliate member is not able to transfer their position as a Guarantor or affiliate member to any other person or entity.
- 7.4.4 A person's membership terminates when that person dies or ceases to exist.
- 7.4.5 Any Guarantor or affiliate member who has not paid his or her annual subscription by the last day of April shall be regarded as having forfeited their membership unless the Board at their discretion resolves otherwise.
- 8. ANNUAL GENERAL MEETINGS**
- 8.1 Annual general meetings shall be held once per year within fifteen months of the last preceding annual general meeting, at such time and location as shall be determined by the Board.
- 8.2 Annual general meetings may be held by electronic means provided that sufficient arrangements are made to ensure that they comply with the necessary provisions of

the Companies Act 2006 (as amended or succeeded from time to time) and these articles.

- 8.3 Business to be transacted at annual general meetings:
 - 8.3.1 Approval of previous general meeting minutes;
 - 8.3.2 Approval of the Board annual report;
 - 8.3.3 Approval of the annual statement of accounts and balance sheet;
 - 8.3.4 Appointment of accountants;
 - 8.3.5 Approval of affiliate membership categories and annual subscription fees for each affiliate membership class and Guarantors (not including Honorary Life Members);
 - 8.3.6 Approval of any co-opted Directors who have been appointed by the Board since the previous annual general meeting and have put themselves forward for election to serve a full Term pursuant to article 5.1.5;
 - 8.3.7 Election of further Directors;
 - 8.3.8 Retirement of Directors who have served their Term and are required to retire by rotation pursuant to article 5.2, and any subsequent re-elections;
 - 8.3.9 Any matter raised by Guarantors giving seven days prior notice of such matter to the Company Secretary; and
 - 8.3.10 Any matter raised by the Chairman.
- 8.4 Extraordinary General Meetings
 - 8.4.1 The Board may, whenever it thinks fit, call an extraordinary general meeting.
 - 8.4.2 Extraordinary general meetings shall be governed by the same rules as apply to annual general meetings as provided in this article 8.
- 8.5 Attendance and speaking at general meetings
 - 8.5.1 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.
 - 8.5.2 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.

- 8.5.3 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.
 - 8.5.4 In determining attendance at a general meeting, it is immaterial whether any two or more Guarantors attending it are in the same place as each other.
 - 8.5.5 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.
- 8.6 Quorum for annual general meetings
- 8.6.1 The quorum for annual general meetings may be fixed from time to time by a decision of the Board, but it must never be less than thirty Guarantors attending in person or by proxy.
 - 8.6.2 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.
 - 8.6.3 A Guarantor appointed as a proxy for another Guarantor or Guarantors shall count towards the quorum such number of times as is equal to the total number of Guarantors they are appointed to act as proxy for and themselves.
- 8.7 Calling general meetings
- 8.7.1 An annual general meeting and any extraordinary general meeting shall be called by giving a minimum of 21 days notice to all Guarantors.
 - 8.7.2 Notice of an annual general meeting and any extraordinary general meetings need to be in writing.
 - 8.7.3 Non-receipt of notice by any Guarantor shall not invalidate the proceedings of any general meetings.
- 8.8 Chairing general meetings
- 8.8.1 The Chairman shall chair annual general meetings if present and willing to do so.
 - 8.8.2 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 the vice-Chairman will chair the meeting. If the vice-Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which the meeting was due to start—
 - (a) the Directors present; or
 - (b) if no Directors are present, the meeting;

must appoint a Director or Guarantor to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.

8.8.3 The decision of the Chairman in matters of procedure shall be final.

8.9 Attendance and speaking by Directors and non-Guarantors

8.9.1 Directors may attend and speak at general meetings.

8.9.2 The Chairman of the meeting may permit other persons who are not Guarantors of the Company to attend and speak at a general meeting.

8.10 Adjournment

8.10.1 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 to such other time and place as the Board may decide. If at the adjourned meeting a quorum is not present within half an hour of the time at which the meeting was due to start do not constitute a quorum, the Guarantors so present shall constitute a quorum.

8.10.2 The Chairman 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 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.

8.10.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

8.10.4 When adjourning a general meeting, the Chairman 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.

8.10.5 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.

- 8.10.6 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.

9. VOTING AT GENERAL MEETINGS

9.1 Voting: general

9.1.1 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.

9.1.2 In the case of an equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote.

9.2 Errors and disputes

9.2.1 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.

9.2.2 Any such objection must be referred to the Chairman of the meeting whose decision is final.

9.3 Poll votes

9.3.1 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.

9.3.2 A poll may be demanded by—

- (a) the Chairman of the meeting;
- (b) the Directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Guarantors having the right to vote on the resolution.

9.3.3 A demand for a poll may be withdrawn if—

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

- 9.3.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.
- 9.4 Content of proxy notices
- 9.4.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which—
- (a) states the name and address of the Guarantor appointing the proxy;
 - (b) identifies the person appointed to be that Guarantor’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Guarantor 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.
- 9.4.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 9.4.3 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.
- 9.4.4 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.
- 9.5 Delivery of proxy notices
- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 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.
- 9.5.4 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.
- 9.6 Amendments to resolutions

- 9.6.1 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 Chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 9.6.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the Chairman 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.
- 9.6.3 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.

10. ADMINISTRATIVE ARRANGEMENTS

10.1 Means of communication to be used

- 10.1.1 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.
- 10.1.2 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.
- 10.1.3 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.

10.2 Company seals

- 10.2.1 Any common seal may only be used by the authority of the Directors.
- 10.2.2 The Directors may decide by what means and in what form any common seal is to be used.

10.2.3 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.

10.2.4 For the purposes of this article, an authorised person is—

- (a) any Director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

10.3 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 Guarantor.

11. DIRECTORS' INDEMNITY AND INSURANCE

11.1 Indemnity

11.1.1 Subject to paragraph 10.1.2, 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.

11.1.2 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.

11.1.3 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.

11.2 Insurance

11.2.1 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.

11.2.2 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.