

File Copy



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 373110

The Registrar of Companies for Scotland, hereby certifies
that

COUNCIL ON FOREIGN RELATIONS

is this day incorporated under the Companies Act 2006 as a private
company, that the company is limited by guarantee, and the situation
of its registered office is in SCOTLAND

Given at Companies House, Edinburgh, on 16th February 2010



NSC3731106



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— *for the record* —

The above information was communicated by electronic means and authenticated by the
Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **16/02/2010**



XN3NJHKU

Company Name **COUNCIL ON FOREIGN RELATIONS**
in full:

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered Office: **Scotland**

Proposed Register Office Address: **50 LOTHIAN ROAD
FESTIVAL SQUARE
EDINBURGH
SCOTLAND
EH3 9WJ**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Corporate**

Name: **BURNESS LLP**

*Registered or
principal address:* **50 LOTHIAN ROAD
FESTIVAL SQUARE
EDINBURGH
SCOTLAND
EH3 9WJ**

Non European Economic Area (EEA) Company

Legal Form: **LIMITED LIABILITY PARTNERSHIP**

Law Governed: **UNITED KINGDOM, SCOTLAND**

Register Location: **UNITED KINGDOM, SCOTLAND**

Registration Number: **SO300380**

Consented to Act: **Y** *Date authorised:* **16/02/2010** *Authenticated:* **YES**

Company Director **1**

Type: **Person**

Full forename(s): **MR GARY GEORGE**

Surname: **GRAY**

Former names:

Service Address: **2 (2F1) HENDERSON TERRACE
EDINBURGH
MIDLOTHIAN
SCOTLAND
EH11 2JZ**

Country/State Usually Resident: **SCOTLAND**

Date of Birth: **02/12/1970**

Nationality: **BRITISH**

Occupation: **NONE**

Consented to Act: **Y**

Date authorised: **16/02/2010**

Authenticated: **ERRO**

Company Director 2

Type: **Corporate**
Name: **BURNES (DIRECTORS) LIMITED**

*Registered or
principal address:* **C/O
PO Box
50 LOTHIAN ROAD
FESTIVAL SQUARE
EDINBURGH
UNITED KINGDOM
EH3 9WJ**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**
Registration Number: **SC133590**

Consented to Act: **Y** *Date authorised:* **16/02/2010** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: **BURNESS (NOMINEES)** *Amount Guaranteed:* **£1.00**
Address: **LIMITED**
 50
 LOTHIAN ROAD
 FESTIVAL SQUARE
 EDINBURGH
 SCOTLAND
 EH3 9WJ

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **BURNESS LLP**

Agent's Address: **50 LOTHIAN ROAD
FESTIVAL SQUARE
EDINBURGH
SCOTLAND
EH3 9WJ**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **BURNESS LLP**

Agent's Address: **50 LOTHIAN ROAD
FESTIVAL SQUARE
EDINBURGH
SCOTLAND
EH3 9WJ**

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM AND ARTICLES OF ASSOCIATION
of
COUNCIL ON FOREIGN RELATIONS

Burness LLP
50 Lothian Road, Festival Square, Edinburgh EH3 9WJ
Telephone: 0131 473 6000 FAS: 8810
www.burness.co.uk

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

COUNCIL ON FOREIGN RELATIONS

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

BURNESS (NOMINEES) LIMITED

Dated: 16 February 2010

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

COUNCIL ON FOREIGN RELATIONS

1 DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:-

“**Act**” means the Companies Act 2006;

“**Articles**” means the Company's Articles of Association;

“**Bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than Scotland, which have an effect similar to that of bankruptcy;

“**Chairman**” has the meaning given in Article 6.4.2;

“**Chairman of the meeting**” has the meaning given in Article 10.6.4;

“**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 Act;

“**Eligible Director**” means a Director eligible to be counted in a quorum for a Directors' meeting in respect of a particular matter and to vote on such matter to be considered at a Directors' meeting;

“**Member**” has the meaning given in section 112 of the Act;

“**Ordinary Resolution**” has the meaning given in section 282 of the Act;

“**Participate**”, in relation to a Directors' meeting, has the meaning given in Article 6.2.1;

“**Proxy Notice**” has the meaning given in Article 11.1.8;

“**Special Resolution**” has the meaning given in section 283 of the Act;

“**Subsidiary**” has the meaning given in section 1159 of the Act;

“**Written Resolution**” has the meaning given in section 288 of the Act; 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 Act as in force on the date when these Articles become binding on the Company.

These Articles exclude the model articles prescribed by the Companies (Model Articles) Regulations 2008.

2 **LIABILITY OF MEMBERS**

2.1 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 he is a member or within one year after he ceases to be a member, for

2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;

2.1.2 payment of the costs, charges and expenses of winding up, and

2.1.3 adjustment of the rights of the contributories among themselves.

3 **APPLICATION OF INCOME AND PROPERTY**

3.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company and, subject always to proviso (a) hereof, no Director shall receive any remuneration or any other benefit in money or monies-worth from the Company provided always that nothing herein shall prevent any payment in good faith by the Company:-

3.1.1 of, any remuneration or benefit in money or monies worth to any Director in respect of any appointment as a paid employee of the Company;

3.1.2 of payment to a company of which a Director may be a member where he/she holds not more than 100th part of the capital of the Company;

- 3.1.3 of reasonable and proper remuneration to any Member of the Company (not being a Director) for any services rendered to the Company;
 - 3.1.4 of interest on money lent by a member of the Company or by a Director at a rate per annum not more than the lending rate prescribed for the time being by such clearing bank as shall be stipulated by the Board of Directors;
 - 3.1.5 of a reasonable and proper rent for premises let to the Company by any Member of the Company or any Directors;
 - 3.1.6 to any Director or Member of the Company of out-of-pocket expenses.
- 3.2 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among any member of the Company but shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) including any member which has charitable status and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does this clause 3 of these articles of association.
- 3.3 The body or bodies to which property is transferred under clause 3.2 shall be determined by the Member or the Members of the Company at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.
- 3.4 To the extent that effect cannot be given to the provisions of clauses 3.2 and 3.3, the relevant property shall be applied to some other charitable object or objects.

Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any Committee Member of the Company.

4 DIRECTORS' POWERS AND RESPONSIBILITIES

4.1 Directors' general authority

4.2 Subject to these Articles, the Directors are responsible for the management of the Company's business and the Directors may exercise all the powers of the Company.

4.3 Members' reserved power

4.3.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action or actions.

4.3.2 No Special Resolution directing the Directors to take or refrain from taking a specified action or specified actions shall invalidate anything done by the Directors, before the passing of the Special Resolution, which would have otherwise be valid.

4.4 Directors may appoint agents

4.4.1 Subject to these Articles, the Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company on such terms and conditions as the Directors determine, including authority for the agent to delegate all or any of his powers and the Directors may at any time revoke any appointment in whole or in part.

4.5 Directors may delegate

4.5.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles to any committee consisting of one or more Directors or to any Director holding any executive office.

4.5.2 Unless the Directors specify otherwise, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated to any employee or agent of the Company.

4.5.3 Any delegation may be made subject to such terms and conditions as the Directors may specify and the Directors may at any time revoke any delegation in whole or part, or alter its terms and conditions.

4.6 Committees

4.6.1 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 these Articles which govern the taking of decisions by Directors.

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

4.6.3 The Directors may co-opt persons other than Directors on to any committee. Any such co-opted person may enjoy voting rights in the committee. The co-opted persons shall be less than one half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are Directors.

4.7 Offices including the title "Director"

4.7.1 The Directors may appoint any person to any office or employment having a designation or title including the word "Director" or attach such a designation or title to any existing office or employment with the Company and may terminate any such appointment or the use of

any such designation or title. The inclusion of the word “Director” in the designation or title of any such office or employment shall not imply that the holder is a Director of the Company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a Director of the Company for any of the purposes of these Articles.

4.8 Borrowing powers

4.8.1 The Directors may exercise all the powers of the Company to borrow money without limit as to amount, upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over the undertaking, property and uncalled capital of the Company or any part thereof.

5 DECISION MAKING BY DIRECTORS

5.1 Directors to take decisions collectively

5.1.1 Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 5.2.

5.1.2 If the Company only has one Director, Article 5.1.1 does not apply, and the sole Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

5.2 Unanimous decisions

5.2.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors unanimously agree on such a decision.

5.2.2 Such a decision shall take the form of a resolution in writing, a copy of which has been signed by each Eligible Director, or several copies of which have been signed by one or more Eligible Directors, or to which each Eligible Director has otherwise indicated agreement in writing.

5.2.3 References in these Articles 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.

5.2.4 A decision may not be taken in accordance with this Article 5.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting convened to consider the decision.

5.3 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 relevant date of all proceedings at Directors' meetings and of committees of Directors (including the names of the Directors present at each such meeting) and of all decisions otherwise made or considered by Directors.

5.4 Directors' discretion to make further rules

Subject to these 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.

6 DIRECTORS' MEETINGS

6.1 Calling a Directors' meeting

6.1.1 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.

6.1.2 Notice of any Directors' meeting must indicate:-

6.1.2.1 its proposed date and time;

6.1.2.2 where it is to take place; and

6.1.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

6.1.2.4 Notice of a Directors' meeting must be given to each Director and shall be in writing.

6.1.2.5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice in writing of that meeting, by giving notice to that effect to the Company prior to the date of the meeting or not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

6.2 Participation in Directors' meetings

6.2.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when:-

6.2.1.1 the meeting has been called and takes place in accordance with these Articles; and

6.2.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

6.2.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other, provided that all parties participating in

the Directors' meeting can speak to and be heard by all those participating in the meeting simultaneously.

- 6.2.3 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.

6.3 **Quorum for Directors' meetings**

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

- 6.3.2 The minimum quorum for Directors' meetings shall, subject to Article 6.3.3, be two Eligible Directors.

- 6.3.3 Where the Company has a sole Director or only one Director is eligible to be counted in the quorum and vote on a matter, the quorum is one.

6.4 **Chairing of Directors' meetings**

- 6.4.1 The Directors may appoint a Director to chair their meetings.

- 6.4.2 The person so appointed for the time being is known as “**the Chairman**”.

- 6.4.3 The Directors may terminate the Chairman's appointment at any time.

- 6.4.4 If no Chairman is at that time appointed, or the Chairman is unwilling to preside at a meeting or the Chairman is not present within ten minutes of the time at which a Directors' meeting was to start, the Directors present shall appoint one of themselves to be the Chairman of the meeting.

6.5 **Chairman's casting vote**

If the number of votes cast by Eligible Directors for and against a proposal at a Directors' meeting are equal, the Chairman or other Director chairing a Directors' meeting shall have an additional casting vote provided the Chairman is an Eligible Director.

7 **DIRECTOR'S INTERESTS**

7.1 **Disclosure of Director's Interests**

- 7.1.1 Subject to the provisions of the Act and provided he has in accordance with the Act disclosed to the Directors the nature and extent of any direct or indirect interest of his, a Director notwithstanding his office:-

- 7.1.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is any way interested;

- 7.1.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 7.1.1.3 may (and any firm or Company or limited liability partnership of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 7.1.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 7.1.1.5 shall be entitled to vote and be counted in the quorum on any matter set out in this Article.

7.2 Director's Conflict of Interest

7.2.1 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisations) authorise, to the fullest extent permitted by law:-

- 7.2.1.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including conflict of interest and duty or conflict of duties);
- 7.2.1.2 a Director to accept or continue in any office, employment or position in addition to his office as a Director and without prejudice to Article 7.2.1.1 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that for this purpose the Director in question and any other interested Director are not counted in the quorum at any Directors' meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

7.2.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 7.2 then:-

7.2.2.1 the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;

7.2.2.2 the Director may absent himself from Directors' meetings at which anything relating to that matter, or that office, employment or position, will or may be discussed; and

7.2.2.3 the Director may make such arrangement as such Director thinks fit for Directors' meeting and committee papers to be received and read by a professional adviser on behalf of that Director.

7.2.3 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the Directors under Article 7.2.1 (subject always in any such case to any limits or conditions to which such approval was subject).

Article 7.2.1 is without prejudice to the operation of Article 7.1.

8 APPOINTMENT OF DIRECTORS

8.1 Methods of appointing Directors

8.1.1 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:-

8.1.1.1 by Ordinary Resolution; or

8.1.1.2 by a decision of the Directors.

8.1.2 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.

8.1.3 For the purposes of Article 8.1.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

8.2 Number of Directors

8.2.1 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution. Subject to and in default of any such determination, there shall be no maximum number of Directors and the minimum number of Directors shall be not less than one.

8.2.2 Where the number of appointed Directors is less than the number fixed as a quorum of Directors, such Directors or Director may act only for the purpose of proposing an Ordinary Resolution to appoint a further Director or Directors.

8.3 Retirement by rotation

The Directors shall not be required to retire by rotation.

8.4 Appointment of Director

8.4.1 No person shall be appointed as a Director by Ordinary Resolution unless either:-

8.4.1.1 he is recommended by the Directors; or

8.4.1.2 seven days prior to the circulation of the relevant Written Resolution or the notice of general meeting to Members, notice signed by a Member qualified to vote on the Ordinary Resolution has been given to the Company of the identity of the person proposed to be appointed as a Director together with notice signed by that person of his willingness to be appointed.

8.5 Termination of Director's appointment

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

8.5.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

8.5.1.2 a Bankruptcy order is made against that person;

8.5.1.3 an arrangement or composition is made with that person's creditors generally in satisfaction of that person's debts;

8.5.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

8.5.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

8.5.1.6 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.

8.5.2 A body corporate ceases to be a Director as soon as:-

- 8.5.2.1 an order is made by a court of competent jurisdiction, or a resolution is passed, for the winding up, liquidation, dissolution or administration of that Director (otherwise than in the course of a solvent reorganisation or restructuring); or
- 8.5.2.2 any step is taken (and not withdrawn within 30 days) to appoint a manager, receiver, administrative receiver, administrator, trustee or other similar officer to that Director; or
- 8.5.2.3 that Director convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors (otherwise than in the course of a solvent reorganisation or restructuring).

8.6 Directors' remuneration

- 8.6.1 Directors may undertake any services for the Company that the Directors decide.
- 8.6.2 Directors are entitled to such remuneration as the Directors determine:-
 - 8.6.2.1 for their services to the Company as Directors; and
 - 8.6.2.2 for any other service which they undertake for the Company.
- 8.6.3 A Director's remuneration may:-
 - 8.6.3.1 take any form; and
 - 8.6.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director and any member of his family (including a spouse and a former spouse).
- 8.6.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 8.6.5 Unless the Directors 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.

8.7 Directors' expenses

- 8.7.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:-
 - 8.7.1.1 meetings of Directors or committees of Directors;

8.7.1.2 general meetings; or

8.7.1.3 separate meetings of the Members

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

9 **BECOMING AND CEASING TO BE A MEMBER**

9.1 **Applications for membership**

9.1.1 No person shall become a member of the Company unless:-

9.1.1.1 that person has completed an application for membership in a form approved by the Directors, and

9.1.1.2 the Directors have approved the application.

9.1.2 **Termination of membership** A member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.

9.1.3 Membership is not transferable.

9.1.4 A person's membership terminates when that person dies or ceases to exist.

10 **ORGANISATION OF GENERAL MEETINGS**

Attendance and speaking at general meetings

10.1.1 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.

10.2 A person is able to exercise the right to vote at a general meeting when:-

10.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

10.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

10.3 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.

10.4 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.

10.5 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.

10.6 **Quorum for general meetings**

10.6.1 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.

Chairing general meetings

10.6.2 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

10.6.3 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-

10.6.3.1 the Directors present, or

10.6.3.2 (if no Directors are present), the meeting,

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

10.6.4 The person chairing a meeting in accordance with this Article 0 is referred to as “**the Chairman of the meeting**”.

Attendance and speaking by Directors and non-members

10.6.5 Directors may attend and speak at general meetings, whether or not they are members.

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

Adjournment

10.6.7 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.

10.6.8 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:-

10.6.8.1 the meeting consents to an adjournment, or

10.6.8.2 it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

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

10.6.10 When adjourning a general meeting, the Chairman of the meeting must:-

10.6.10.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

10.6.10.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

10.7 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):-

10.7.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

10.7.2 containing the same information which such notice is required to contain.

10.8 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.

11 VOTING AT GENERAL MEETINGS

11.1 Voting general

11.1.1 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 these Articles.

Errors and disputes

11.1.2 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.

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

Poll votes

11.1.4 A poll on a resolution may be demanded:-

11.1.4.1 in advance of the general meeting where it is to be put to the vote, or

11.1.4.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

11.1.5 A poll may be demanded by:-

11.1.5.1 the Chairman of the meeting;

11.1.5.2 the Directors;

11.1.5.3 two or more persons having the right to vote on the resolution; or

11.1.5.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

11.1.6 A demand for a poll may be withdrawn if:-

11.1.6.1 the poll has not yet been taken, and

11.1.6.2 the Chairman of the meeting consents to the withdrawal.

11.1.7 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

Content of Proxy Notices

11.1.8 Proxies may only validly be appointed by a notice in writing (a “**Proxy Notice**”) which:-

11.1.8.1 states the name and address of the member appointing the proxy;

11.1.8.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

11.1.8.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

11.1.9 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.

11.1.10 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

11.1.11 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.

11.1.12 Unless a Proxy Notice indicates otherwise, it must be treated as:-

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

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

Delivery of Proxy Notices

11.1.13 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.

11.1.14 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.

11.1.15 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.

11.1.16 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.

Amendments to resolutions

11.1.17 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:-

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

11.1.17.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

11.1.18A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:-

11.1.18.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

11.1.19 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.

12 ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

12.1.1 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 Act 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.

12.1.2 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.

12.1.3 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.

Company seals

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

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

12.1.6 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.

12.1.7 For the purposes of this Article 0, an authorised person is:-

12.1.7.1 any director of the Company;

12.1.7.2 the company secretary (if any); or

12.1.7.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

12.2 No right to inspect accounts and other records

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

12.3 Provision for employees on cessation of business

12.3.1 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.

13 INSURANCE AND INDEMNITY

13.1 Insurance

Without prejudice to the provisions of Article 13.2, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:-

13.1.1 a Director, officer or employee of the Company or any Associated Company; or

13.1.2 trustee of any pension fund in which employees of the Company or any other body referred to in Article 13.1.1 is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

13.2 Indemnity

13.2.1 Every Director or other officer or auditor of the Company or any Associated Company shall be entitled, if determined by the Directors and to the extent so determined by the Directors, to be indemnified out of the assets of the Company to the fullest extent permitted by Sections 232, 233, 234 and 532 of the Act against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil

or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 661 or Section 1157 of the Act in which relief is granted to him by the court and such indemnity shall extend (if so determined) to former Directors, other officers and auditors of the Company or of any Associated Company. Subject to Article 13.2.4 no Director, former director or other officer or former officer shall be liable for any loss, damage or misfortune which shall happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

- 13.2.2 The Directors shall have power in accordance with Section 233 of the Act to purchase and maintain for any Director or former director or other officer or former officer of the Company or of any Associated Company insurance against any such liability as is referred to in Section 232 of the Act.
- 13.2.3 The Company is authorised to enter into a loan arrangement with a Director, former director or other officer or former officer of the Company or of any Associated Company, but only on terms that comply in full with Section 205 of the Act, to enable that Director, former director or other officer or former officer to meet any liability incurred in defending such proceedings or making such application for relief as that liability is incurred.
- 13.2.4 This Article 13 shall only have effect to the extent that its provisions are not avoided by Section 232, 233, 234 and 532 of the Act.