

# STEVENS BOLTON

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
of

## RAMSAC LIMITED

Company number: 02698056

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## 1 DEFINITIONS AND INTERPRETATION

### 1.1 In these articles, unless expressly stated to the contrary:

articles means the company's articles of association;

associate means, in relation to:

(a) Any body corporate, any of its group undertakings (as defined in section 1161 of the 2006 Act); and

(b) Any individual, a person connected with him within the meaning of section 1122 of the 2010 Act or any partnership of which he is a partner;

2006 Act means the Companies Act 2006, to the extent in force from time to time, including any statutory modification or re-enactment thereof for the time being in force;

2010 Act means the Corporation Tax Act 2010, to the extent in force from time to time, including any statutory modification or re-enactment thereof for the time being in force;

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

Companies Acts has the meaning set out in section 2 of the 2006 Act, including any statutory modification or re-enactment thereof for the time being in force;

Deemed Transfer Notice has the meaning given in article 46.1;

Deemed Transfer Price has the meaning given in article 47;

Deemed Transfer Shares has the meaning given in article 46.1;

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;

Drag Majority Shareholders has the meaning given in article 50.3.2;

Dragged Shareholders has the meaning given in article 50.3;

electronic form has the meaning given in section 1168 of the 2006 Act;

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

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

hard copy form has the meaning given in section 1168 of the 2006 Act;

holder means, in relation to shares, the person whose name is entered in the register of members as the holder of the shares;

instrument means a document in hard copy form;

Leaver has the meaning given in article 46.1;

paid means paid or credited as paid;

partly paid means, in relation to a share, that part of the share's nominal value or any premium at which it was issued has not been paid to the company;

Proposed Transfer has the meaning given in article 50.1;

Purchase Offer has the meaning given in article 50.3.1;

qualifying person means:

- (a) an individual who is a shareholder; or
- (b) a person authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to a meeting; or
- (c) a person appointed as a proxy of a shareholder in relation to the meeting;

shareholder means a person who is a member of the company as defined in section 112 of the 2006 Act;

shares means shares in the company;

subscription rights means rights to call for the allotment, issue or transfer of shares in the company (whether under options, warranties, on conversion of any indebtedness or otherwise);

Tag Offer has the meaning given in article 50.1;

Tag Offerees has the meaning given in article 50.1;

Tag Purchaser has the meaning given in article 50.1;

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

Valuer has the meaning given in article 47.3; 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 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate unincorporated associations and partnerships.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the 2006 Act as in force on the date when these articles become binding on the company.

## 2 LIABILITY OF MEMBERS

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

## 3 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.

#### **4 SHAREHOLDERS' RESERVE POWER**

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

#### **5 DIRECTORS MAY DELEGATE**

- 5.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
  - 5.1.1 to such person or committee;
  - 5.1.2 by such means (including by power of attorney);
  - 5.1.3 to such an extent;
  - 5.1.4 in relation to such matters or territories; and
  - 5.1.5 on such terms and conditions as they think fit.
- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **6 COMMITTEES**

- 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 the articles which govern the taking of decisions by directors.
- 6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

#### **7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- 7.2 If:
  - 7.2.1 the company only has one director for the time being; and
  - 7.2.2 no provision of the articles requires it to have more than one directorthe general rule does not apply, and the sole director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making, and shall have the authority to exercise all the powers and discretions under these articles expressed to be vested in the directors generally.

#### **8 UNANIMOUS DECISIONS**

- 8.1 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.

- 8.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 8.3 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.

## **9 CALLING A DIRECTORS' MEETING**

- 9.1 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.
- 9.2 Notice of any directors' meeting must indicate:
  - 9.2.1 its proposed date and time;
  - 9.2.2 where it is to take place; and
  - 9.2.3 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.
- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 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 at any time before or 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.

## **10 PARTICIPATION IN DIRECTORS' MEETINGS**

- 10.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
  - 10.1.1 the meeting has been called and takes place in accordance with the articles; and
  - 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 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.

## **11 QUORUM FOR DIRECTORS' MEETINGS**

- 11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and, unless otherwise fixed, it is two eligible directors. This is subject to article 11.3 in the case of a sole director and subject to article 11.4.
- 11.3 Where there is only one director in office for the time being, the quorum is one director.
- 11.4 For the purposes of any meeting (or part of a meeting) held to consider the authorisation of a director's conflict pursuant to article 14.1, if there is only one eligible director in office, the quorum for such meeting (or part of a meeting) shall be one eligible director.

- 11.5 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:
  - 11.5.1 to appoint further directors; or
  - 11.5.2 to call a general meeting so as to enable the shareholders to appoint further directors.

## 12 CHAIRING OF DIRECTORS' MEETINGS

- 12.1 The directors may appoint a director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the chairman.
- 12.3 The directors may terminate the chairman's appointment at any time.
- 12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## 13 CASTING VOTE

- 13.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 13.2 But this does not apply if, in accordance with the articles or the Companies Acts, the chairman or other director is not an eligible director.

## 14 AUTHORISATION OF CONFLICTS

- 14.1 The directors may, subject to and in accordance with this article 14, authorise any matter or situation which would otherwise result in a director breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest.
- 14.2 Any authorisation under article 14.1 shall be effective only if any requirement as to the quorum for consideration of the relevant matter or situation is met without counting the interested director and any other interested director, and it is agreed to without their voting or would have been agreed to if their vote(s) had not been counted.
- 14.3 Any authorisation under article 14.1 may be given subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, whether at the time of authorisation or subsequently. In particular the directors may:
  - 14.3.1 extend such authorisation to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised;
  - 14.3.2 require that the interested director is excluded from the receipt of documentation and information, the participation in discussions and/or the making of decisions (whether at meetings of the board or otherwise) related to such matter or situation;
  - 14.3.3 provide that the interested director shall or shall not be an eligible director in respect of any future decision of the directors in relation to the matter or situation of conflict;
  - 14.3.4 provide that, where the interested director obtains or has obtained (through his involvement with the matter or situation of conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he shall not be obliged to disclose that confidential information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence;
  - 14.3.5 allow the interested director to absent himself from the discussion of matters relating to the conflict at any meeting of the directors and be excused from reviewing papers



prepared by, or for, the directors to the extent that they relate to such matter or situation of conflict; and

- 14.3.6 allow the interested director to make such arrangements as he thinks fit for board and committee papers to be received and read by a professional adviser on behalf of that director.
- 14.4 The directors may vary or revoke such authorisation at any time, but this will not affect anything done by the interested director in accordance with the terms of such authorisation prior to such revocation or variation.
- 14.5 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any subsidiary or holding company of the company or any other body corporate in which the company is otherwise directly or indirectly interested and no further authorisation under article 14.1 shall be necessary in respect of any such interest.
- 14.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director) to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors in accordance with these articles, by the company or by these articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## 15 INTERESTS IN PROPOSED OR EXISTING TRANSACTIONS OR ARRANGEMENTS

- 15.1 Provided he has declared the nature and extent of his interest in accordance with the requirements of section 177 and/or section 182 (but subject to sections 177(5), 177(6), 182(5) and 182(6) of the 2006 Act), a director who is in any way, whether directly or indirectly interested in a proposed or existing transaction or arrangement with the company:
  - 15.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise directly or indirectly interested;
  - 15.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 15.1.3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 15.1.4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any holding company or subsidiary of the company or any other body corporate in which the company is otherwise directly or indirectly interested; and
  - 15.1.5 shall not, save as he may otherwise agree, be accountable to the company for any remuneration, profit or other benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such holding company, subsidiary or other body corporate and no such transaction or arrangement shall be liable to be avoided on such grounds, nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of his duty under section 176 of the 2006 Act.
- 15.2 The provisions of articles 15.1.1 to 15.1.5 are subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 14.3.

## 16 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.

## 17 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.

## 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:

18.1.1 by ordinary resolution; or

18.1.2 by a decision of the directors.

18.2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

18.3 For the purposes of article 18.2 where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

## 19 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

19.1 that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;

19.2 a bankruptcy order is made against that person;

19.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

19.4 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;

19.5 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

## 20 MAJORITY SHAREHOLDER POWER TO APPOINT AND REMOVE DIRECTORS

A shareholder or shareholders holding 75% or more in nominal value of the issued ordinary shares (calculated exclusive of any shares held as treasury shares) for the time being in the company shall have power from time to time and at any time to appoint any person or persons as a director or directors, either as an addition to the existing directors or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by notice in writing signed by the shareholder or shareholders making the same, or in the case of a shareholder being a company signed by one of its

directors on its behalf, and shall take effect on and from the date on which the same is left or received at the registered office of the company.

## **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 directors determine:
  - 21.2.1 for their services to the company as directors; and
  - 21.2.2 for any other service which they undertake for the company.
- 21.3 Subject to the articles, a director's remuneration may:
  - 21.3.1 take any form; and
  - 21.3.2 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.
- 21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 21.5 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.

## **22 DIRECTORS' EXPENSES**

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

- 22.1 meetings of directors or committees of directors;
- 22.2 general meetings; or
- 22.3 separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **23 ALTERNATE DIRECTORS**

- 23.1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
  - 23.1.1 exercise that director's powers; and
  - 23.1.2 carry out that director's responsibilities
 in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 23.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

## **24 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 24.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 24.2 Except as the articles specify otherwise, alternate directors:
  - 24.2.1 are deemed for all purposes to be directors;
  - 24.2.2 are liable for their own acts and omissions;
  - 24.2.3 are subject to the same restrictions as their appointors; and
  - 24.2.4 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.

24.3 A person who is an alternate director but not a director:

24.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

24.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

24.3.3 shall not be counted as more than one director for the purposes of articles 24.3.1 and 24.3.2.

24.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

24.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

## 25 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

25.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

25.2 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;

25.3 on the death of the alternate's appointor; or

25.4 when the alternate's appointor's appointment as a director terminates.

## 26 SECRETARY

The company shall not be required to have a company secretary. However, the directors may, in their discretion and from time to time, appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement.

## 27 ALLOTMENT OF SHARES

The directors have the powers given by section 550 of the 2006 Act to allot shares in the company, or to grant rights to subscribe for or to convert any security into shares in the company.

## 28 POWERS TO REDESIGNATE AND ISSUE DIFFERENT CLASSES OF SHARES

- 28.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 28.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
- 28.3 The company may by ordinary resolution redesignate shares in the capital of the company.

## 29 POWER TO PURCHASE OWN SHARES

Without limiting or otherwise prejudicing any power conferred on the company to purchase its own shares pursuant to Chapter 4 of Part 18 of the 2006 Act, the company may purchase its own shares with cash pursuant to section 692(1ZA) of the 2006 Act up to an amount in any financial year specified in that section.

## 30 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

## 31 SHARE CERTIFICATES

- 31.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 31.2 Every certificate must specify:
  - 31.2.1 in respect of how many shares, of what class, it is issued;
  - 31.2.2 the nominal value of those shares;
  - 31.2.3 the amount paid up on them; and
  - 31.2.4 any distinguishing numbers assigned to them.
- 31.3 No certificate may be issued in respect of shares of more than one class.
- 31.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 31.5 Certificates must:
  - 31.5.1 have affixed to them the company's common seal; or
  - 31.5.2 be otherwise executed in accordance with the Companies Acts.

## 32 REPLACEMENT SHARE CERTIFICATES

- 32.1 If a certificate issued in respect of a shareholder's shares is:
  - 32.1.1 damaged or defaced; or
  - 32.1.2 said to be lost, stolen or destroyed
 that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 32.2 A shareholder exercising the right to be issued with such a replacement certificate:

- 32.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 32.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- 32.2.3 must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the directors decide.

### 33 **COMPANY'S LIEN OVER PARTLY PAID SHARES**

- 33.1 The company has a lien ("company's lien") over every share which is partly paid for any part of:
  - 33.1.1 that share's nominal value; and
  - 33.1.2 any premium at which it was issued
 which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.
- 33.2 The company's lien over a share:
  - 33.2.1 takes priority over any third party's interest in that share; and
  - 33.2.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.
- 33.3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

### 34 **ENFORCEMENT OF THE COMPANY'S LIEN**

- 34.1 Subject to the provisions of this article, if:
  - 34.1.1 a lien enforcement notice has been given in respect of a share; and
  - 34.1.2 the person to whom the notice was given has failed to comply with it;
 the company may sell that share in such manner as the directors decide.
- 34.2 A lien enforcement notice:
  - 34.2.1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - 34.2.2 must specify the share concerned;
  - 34.2.3 must require payment of the sum payable within 14 days of the notice;
  - 34.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and
  - 34.2.5 must state the company's intention to sell the share if the notice is not complied with.
- 34.3 Where shares are sold under this article:
  - 34.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
  - 34.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 34.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- 34.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- 34.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- 34.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
  - 34.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
  - 34.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

## 35 CALL NOTICES

- 35.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice ("call notice") to a shareholder requiring the shareholder to pay the company a specified sum of money ("call") which is payable in respect of shares which that shareholder holds at the date when the directors decide to send the call notice.
- 35.2 A call notice:
  - 35.2.1 may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the company by way of premium);
  - 35.2.2 must state when and how any call to which it relates it is to be paid; and
  - 35.2.3 may permit or require the call to be paid by instalments.
- 35.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 days have passed since the notice was sent.
- 35.4 Before the company has received any call due under a call notice the directors may:
  - 35.4.1 revoke it wholly or in part; or
  - 35.4.2 specify a later time for payment than is specified in the notice by a further notice in writing to the shareholder in respect of whose shares the call is made.

## 36 LIABILITY TO PAY CALLS

- 36.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 36.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 36.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
  - 36.3.1 to pay calls which are not the same; or
  - 36.3.2 to pay calls at different times.

### 37 WHEN CALL NOTICE NEED NOT BE ISSUED

- 37.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium):
- 37.1.1 on allotment;
  - 37.1.2 on the occurrence of a particular event; or
  - 37.1.3 on a date fixed by or in accordance with the terms of issue.
- 37.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

### 38 FAILURE TO COMPLY WITH CALL NOTICE - AUTOMATIC CONSEQUENCES

- 38.1 If a person is liable to pay a call and fails to do so by the call payment date:
- 38.1.1 the directors may issue a notice of intended forfeiture to that person; and
  - 38.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 38.2 For the purposes of this article:
- 38.2.1 the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date;
  - 38.2.2 the "relevant rate" is:
    - (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
    - (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
    - (c) if no rate is fixed in either of these ways, 5 per cent per annum.
- 38.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).
- 38.4 The directors may waive any obligation to pay interest on a call wholly or in part.

### 39 NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

- 39.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- 39.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- 39.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- 39.4 must state how the payment is to be made; and
- 39.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.



#### 40 **DIRECTORS' POWER TO FORFEIT SHARES**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

#### 41 **EFFECT OF FORFEITURE**

##### 41.1 Subject to the articles, the forfeiture of a share extinguishes:

41.1.1 all interest in that share, and all claims and demands against the company in respect of it; and

41.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

##### 41.2 Any share which is forfeited in accordance with the articles:

41.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;

41.2.2 is deemed to be the property of the company; and

41.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

##### 41.3 If a person's shares have been forfeited:

41.3.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;

41.3.2 that person ceases to be a shareholder in respect of those shares;

41.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;

41.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and

41.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

##### 41.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

#### 42 **PROCEDURE FOLLOWING FORFEITURE**

##### 42.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

##### 42.2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:

42.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

42.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

- 42.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 42.4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:
- 42.4.1 was, or would have become, payable; and
- 42.4.2 had not, when that share was forfeited, been paid by that person in respect of that share
- but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.

#### 43 SURRENDER OF SHARES

- 43.1 A shareholder may surrender any share:
- 43.1.1 in respect of which the directors may issue a notice of intended forfeiture;
- 43.1.2 which the directors may forfeit; or
- 43.1.3 which has been forfeited.
- 43.2 The directors may accept the surrender of any such share.
- 43.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 43.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

#### 44 SHARE TRANSFERS

- 44.1 Subject always to article 45, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the shares are fully paid, the transferee.
- 44.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 44.3 The company may retain any instrument of transfer which is registered.
- 44.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 44.5 Except as provided in article 50.6, where under any provision of these articles a shareholder (or his personal representative(s) or trustee(s) in bankruptcy, as the case may be) after having become bound to transfer or dispose of any shares defaults in so doing, the company may authorise and instruct any director on behalf of that shareholder (or his personal representative(s) or trustee(s) in bankruptcy, as the case may be) to take any actions, enter into any agreements and receive, accept and execute any documents to effect the transfer(s) or disposal of such shares to the buyer(s) or the company as the case may be in accordance with these articles.
- 44.6 Subject to article 44.7, on a transfer the company shall receive any consideration for the purchase on behalf of the transferor and following receipt shall cause the buyer(s) to be registered as the holders of those shares. The company shall be entitled to apply the consideration so far as necessary to meet any tax or other liability of the transferor to the company or any of its group undertakings but shall otherwise hold the consideration on trust for him against delivery to the buyer(s) by the transferor of the certificate in respect of the

shares or an indemnity in respect of the same. The company shall not be bound to earn or (if earned) pay interest on such consideration. The receipt by the company of the consideration shall be a good discharge to the buyer(s) and, after the transfer has been recorded in the relevant company registers in exercise of the above power, the buyer's (or buyers') title to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article and the validity of the transaction shall not be challenged by any person.

- 44.7 Article 44.6 does not apply to a transfer pursuant to a Purchase Offer made and approved in accordance with 50.3, in respect of which article 50.6 shall apply.

#### 45 RESTRICTIONS ON TRANSFER OF SHARES

- 45.1 Unless otherwise determined by the board with the prior written consent of the holders of not less than 75% of the nominal value of the company's shares in issue from time to time, no Shares shall be disposed of or transferred except in accordance with the provisions of this article and articles 46 to 50 (inclusive).
- 45.2 No shareholder shall transfer any interest in any shares registered in his name except by means of a transfer or disposal of the entire legal and beneficial ownership and subject to the provisions of these articles. The directors shall be required to register any transfer of any share made in accordance with these articles and shall refuse to register any transfer of a share or shares made otherwise than in accordance with these articles

#### 46 COMPULSORY TRANSFER OF SHARES

- 46.1 Subject to article 46.2, if a shareholder:
- 46.1.1 dies; or
  - 46.1.2 is adjudicated bankrupt or makes any arrangement of composition with his creditors generally; or
  - 46.1.3 being an employee or consultant to the company, suffers mental or physical ill health which renders him unable to perform all or substantially all of his duties for a period of 26 weeks or more,
- that shareholder and any of his associates who hold shares (each a "Leaver") shall be deemed to have served on the company immediately prior to such event a notice ("Deemed Transfer Notice") offering all the shares held by that person ("Deemed Transfer Shares") for transfer or disposal at the Deemed Transfer Price. A Deemed Transfer Notice shall not be revocable except with the sanction of the directors and the prior written consent of those shareholders holding a majority of shares in issue excluding Deemed Transfer Shares.
- 46.2 Article 46.1 does not apply if the directors with the prior written consent of those shareholders holding a majority of shares in issue excluding Deemed Transfer Shares determines that it does not apply.
- 46.3 If any former shareholder, or shareholder in respect of whom a Deemed Transfer Notice is deemed to have been given, subsequently acquires any shares pursuant to a subscription right granted to or otherwise vested in him prior to the date on which he became a Leaver, then he shall be deemed to have served a Deemed Transfer Notice on the company in respect of such shares with effect from the date on which they were acquired by him.

## 47 DETERMINATION AND PAYMENT OF THE DEEMED TRANSFER PRICE

- 47.1 The price to be paid for the Deemed Transfer Shares ("Deemed Transfer Price") shall be determined in accordance with articles 47.2 to 47.5 inclusive below.
- 47.2 Notwithstanding articles 47.3 to 47.5 below, the Leaver (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant) and the directors (excluding the Leaver, if a director) may:
- 47.2.1 agree in writing a Deemed Transfer Price, as the case may be; or
  - 47.2.2 in seeking to appoint a Valuer in accordance with article 47.3, agree in writing the identity of the Valuer; or
  - 47.2.3 agree in writing additional terms of reference in respect of the Valuer's valuation, but for the avoidance of doubt, nothing in this article 47 shall prejudice the ability of the Leaver (as the case may be) (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant) or the directors (excluding the Leaver, if a director) to appoint a Valuer in accordance with article 47.3 or to proceed with the procedures set out in the remaining provisions of this article 47 at any time when such agreement has not been reached.
- 47.3 The Deemed Transfer Price shall be established, subject to article 47.2 above, by an independent chartered accountant ("Valuer") appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Leaver (as the case may be) (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant) or the directors (excluding the Leaver, if a director) at any time after such Deemed Transfer Notice is served or deemed to have been served.
- 47.4 Any Valuer appointed pursuant to this article 47 shall act as expert not arbitrator and shall establish the Deemed Transfer Price for the Deemed Transfer Shares as the fair market price on a going concern basis assuming a willing seller and a willing buyer of such shares determined as at the date of service or deemed service of the Deemed Transfer Notice (as the case may be) and by reference to the information available to the company at that date. For the purpose of this article 47.4, the market value of each share comprised in the Deemed Transfer Notice shall not be discounted or enhanced by reference to the number of shares referred to in the Deemed Transfer Notice nor any rights attaching or not attaching to such shares.
- 47.5 The Leaver (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant) and the directors (excluding the Leaver, if a director) may seek to agree detailed terms of reference with the Valuer, but the Valuer shall be entitled in his absolute discretion (but subject always to this article 47) to settle and determine such detailed terms of reference with or without involving them. The Valuer's decision shall be final and binding. Any fees and expenses of the Valuer shall be borne as to one half by the Leaver and as to the other half by the company, so far as permitted by law.

## 48 ALLOCATION OF DEEMED TRANSFER SHARES

- 48.1 Except as provided in articles 50.5, any proposed sale or transfer of shares in the company shall be subject to the provisions of this article 48.
- 48.2 Upon the Deemed Transfer Price being determined by a Valuer in accordance with article 47, the company shall forthwith notify the Leaver (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant) in writing of such determination.

- 48.3 Within 30 days from the date on which the Deemed Transfer Price is agreed or determined in accordance with article 47, the company shall forthwith give to the shareholders (other than any other shareholder whose shares are at that time already the subject of a Deemed Transfer Notice) notice in writing:
- 48.3.1 stating the number and price of the Deemed Transfer Shares not taken up; and
  - 48.3.2 offering each of them a number of those Deemed Transfer Shares in the proportion which (as nearly as may be) their respective existing number of shares bears to the total number of shares held by those shareholders; and
  - 48.3.3 inviting each of them to notify the company in writing within 21 days from the date of the notice whether he is willing to purchase any such shares and if so what maximum number of shares he wishes to purchase (which maximum number may for the avoidance of doubt exceed the entitlement of such shareholder pursuant to such offer).
- 48.4 If any shareholder fails to accept his whole entitlement pursuant to the offer referred to in article 48.3, then the company shall within 7 days of the expiry of the 21 day period mentioned in article 48.3 allocate the shares not so accepted to the shareholder(s) who have accepted in full their allocation of Deemed Transfer Shares originally offered to them and expressed a willingness to purchase further shares. Such further allocation shall be made in proportion (as nearly as may be) to the existing number of shares then held respectively as between such shareholders (provided that no shareholder shall be required to purchase more than the maximum number of shares indicated by him pursuant to article 48.3).
- 48.5 Within 14 days of the exhaustion of the procedure set out in articles 48.3 to 48.4, the company shall notify the shareholders (including the Leaver (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant)) of the allocation of the Deemed Transfer Shares (or part thereof).
- 48.6 Completion of any sale of Deemed Transfer Shares allocated in accordance with the procedure set out in articles 48.3 to 48.4 shall take place at the company's registered office as soon as practicable following and in any event within 7 days of receipt by the Leaver (or the Leaver's personal representative(s) or trustee(s) in bankruptcy, where relevant) of the company's notice pursuant to article 48.5.
- 48.7 A Leaver may not sell to any person all or any part of any Deemed Transfer Shares which remain unallocated pursuant to the procedure set out in articles 48.3 to 48.4 and the directors (excluding the Leaver, if a director), with the prior written approval of those shareholders holding a majority of shares in issue excluding Deemed Transfer Shares, may during the period of 60 days next following the receipt by the shareholders of the company's notice pursuant to article 48.5 nominate any person or persons (including, subject to it being legally able, the company) to purchase some or all of such unsold Deemed Transfer Shares at the Deemed Transfer Price.

#### 49 TRANSMISSION OF SHARES

- 49.1 If title to a share passes to a transferee, the company may only recognise the transferee as having any title to that share.
- 49.2 A transferee who produces such evidence of entitlement to shares as the directors may properly require:
- 49.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

49.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

49.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

## 50 DRAG AND TAG RIGHTS AND OBLIGATIONS

50.1 Subject to article 50.3 and except in the case of compulsory transfers pursuant to article 46, no sale or transfer of shares (a "Proposed Transfer") shall be made or registered if it would result in a person (or persons acting in concert) who is/are not already shareholders at the date of adoption of these articles ("Tag Purchaser") holding or increasing its or their shareholding in the company to more than 50% of the shares in the company then in issue (excluding any treasury shares) unless before the Proposed Transfer is completed, the Tag Purchaser has made a written offer ("Tag Offer"), which shall have remained open for at least 7 days to:

50.1.1 the holders of all other shares in the issued share capital of the company (excluding those shares which are already held by the Tag Purchaser or are the subject of the Proposed Transfer); and

50.1.2 the holders of any subscription rights granted or otherwise vested in any person prior to the date of the Tag Offer, but such offer applies only to the extent that such subscription rights are capable of exercise and the resulting share allotments would have occurred in accordance with the terms of the relevant subscription rights prior to completion of the Proposed Transfer,

(the "Tag Offerees") to purchase such shares at the Tag Price (as defined in article 50.2). This article 50.1 is without prejudice to article 45.

50.2 "Tag Price" shall mean a consideration per share (in cash and/or other form) and the other financial and payment terms in each case at least as favourable as those which have been offered to the selling shareholder(s) by the Tag Purchaser for the Proposed Transfer.

50.3 Notwithstanding the provisions of article 50.1, if any offer is:

50.3.1 made on bona fide arm's length terms to the holders of all of the shares in the company and to all of the holders of subscription rights granted to or otherwise vested in any person prior to the date of such offer (but only to the extent that such subscription rights are capable of exercise and the resulting share allotment would have occurred in accordance with their terms prior to the date of such offer) (including without limitation an offer by an existing member, or any person connected with or acting in concert with that member, to acquire all of the shares in the company not already owned by that member) ("Purchase Offer"); and

50.3.2 approved in writing by shareholders who together hold more than 75% of the shares in issue at that time (excluding any treasury shares) ("Drag Majority Shareholders"); then each of the other shareholders (together the "Dragged Shareholders") shall be deemed as security for the due performance of their obligations under these articles to have accepted the Purchase Offer and shall, subject to article 50.4, become bound to transfer their shares to the proposed purchaser at or as near as practicable to the same time as the transfer of the Drag Majority Shareholders' shares to the proposed purchaser is completed.

50.4 The consideration per share payable to each Dragged Shareholder in respect of the transfer of their shares pursuant to article 50.3 shall be at least commensurate to the consideration per

- share being offered to the Drag Majority Shareholders provided that, where the consideration being offered to the Drag Majority Shareholders in the Purchase Offer is in a form other than cash, the Dragged Shareholders will (to the extent the offeror so elects) be deemed to have accepted a commensurate per-share cash alternative to such non-cash consideration.
- 50.5 The Drag Majority Shareholders shall be entitled (but not obliged) to notify the Dragged Shareholders that they have become bound to transfer their shares to the proposed purchaser in accordance with article 50.3, provided that article 50.6 shall apply (subject to article 50.7) notwithstanding any failure to notify the Dragged Shareholders that they have become so bound or, where such notification has been given, without further notice should any Dragged Shareholder fail to effect the transfer of its shares in accordance with article 50.3.
- 50.6 Where a shareholder (or his personal representative(s) or trustee(s) in bankruptcy, as the case may be) has become bound to transfer any shares under article 50.3, the Drag Majority Shareholders may authorise and instruct any person on behalf of that shareholder (or his personal representative(s) or trustee(s) in bankruptcy, as the case may be) to take any actions, enter into any agreements and receive, accept and execute any documents to effect the transfer(s) of such shares to the buyer(s) in accordance with these articles and, where relevant, to remove that shareholder from the company's PSC register (with this article constituting deemed voluntary notice of the relevant change for the purposes of section 790E(8) of the Companies Act 2006). The Drag Majority Shareholders shall receive any consideration for the purchase on behalf of the transferor and following receipt shall cause the buyer(s) to be registered as the holders of those shares. The Drag Majority Shareholders shall be entitled to (i) apply the consideration so far as necessary to meet any tax or other liability of the transferor to the company or any of its group undertakings; and (ii) deduct from the consideration a proportion of the costs of the sale to the proposed purchaser pro-rata to the number of shares held by the transferor, but shall otherwise hold the consideration on trust for him against delivery to the buyer(s) by the transferor of the certificate in respect of the shares or an indemnity in respect of the same. The Drag Majority Shareholders shall not be bound to earn or (if earned) pay interest on such consideration. The receipt by the Drag Majority Shareholders of the consideration shall be a good discharge to the buyer(s) and, after the transfer has been recorded in the relevant company registers in exercise of the above power, the buyer's (or buyers') title to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article and the validity of the transaction shall not be challenged by any person.
- 50.7 The powers of any person acting on behalf of a defaulting Dragged Shareholder pursuant to article 50.6 shall be subject to the following restrictions:
- 50.7.1 he shall not be authorised to agree or to enter into any representation, warranty, indemnity or undertaking which is binding upon his Dragged Shareholder appointor other than reasonable warranties as to the appointor's unencumbered title to the relevant shares and capacity and authority to sell those shares;
- 50.7.2 he shall not agree to any terms which materially adversely affect any Dragged Shareholder compared to the Drag Majority Shareholders and/or each other; and
- 50.7.3 he shall not accept any deferred payment terms in relation to any consideration for the sale of the Dragged Shareholder's shares other than reasonable escrow arrangements.
- 50.8 Following the issue of a Purchase Offer, on any person becoming a shareholder of the company or increasing their shareholding in the company pursuant to the exercise of any subscription rights granted to or otherwise vested in them prior to the date of the Purchase

Offer ("New Shareholder"), the New Shareholder shall be deemed to have immediately accepted the Purchase Offer in respect of all such shares and shall then be bound to sell and transfer all shares so acquired to the proposed purchaser and the provisions of this article 50 shall apply to the New Shareholder with the necessary changes, including that completion of the sale of the New Shareholder's shares shall take place immediately following such deemed acceptance of the Purchase Offer where completion of the Proposed Transfer has already occurred.

- 50.9 The provisions of article 50.3 (drag along) take precedence over the provisions of article 50.1 (tag along) so that where a Purchase Offer is received there is no requirement also to make a Tag Offer. If a Tag Offer has already been made when a Purchase Offer is received, the Tag Offer shall be suspended and will only continue (at the discretion of the Drag Majority Shareholders) in the event that the transaction or transactions to which the Purchase Offer relates does or do not proceed to completion.
- 50.10 Notwithstanding any other provision contained in these articles, any shares of any class in the capital of the company may be transferred to any person where such transfer is made pursuant to the terms of a "takeover offer" as such term is defined in section 974 of the 2006 Act and articles 50.1 to 50.8 shall not apply in those circumstances.

## 51 EXERCISE OF TRANSMITTEES' RIGHTS

- 51.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 51.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 51.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

## 52 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person nominated under article 51.2, has been entered in the register of members.

## 53 PROCEDURE FOR DECLARING DIVIDENDS

- 53.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 53.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 53.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 53.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.



- 53.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 53.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 53.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

#### 54 CALCULATION OF DIVIDENDS

- 54.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
  - 54.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
  - 54.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 54.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 54.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

#### 55 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 55.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
  - 55.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 55.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 55.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - 55.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 55.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
  - 55.2.1 the holder of the share; or
  - 55.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - 55.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## 56 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

### 56.1 If:

56.1.1 a share is subject to the company's lien; and

56.1.2 the directors are entitled to issue a lien enforcement notice in respect of it they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

56.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

56.3 The company must notify the distribution recipient in writing of:

56.3.1 the fact and amount of any such deduction;

56.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

56.3.3 how the money deducted has been applied.

## 57 NO INTEREST ON DISTRIBUTIONS

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

57.1 the terms on which the share was issued; or

57.2 the provisions of another agreement between the holder of that share and the company.

## 58 UNCLAIMED DISTRIBUTIONS

58.1 All dividends or other sums which are:

58.1.1 payable in respect of shares; and

58.1.2 unclaimed after having been declared or become payable may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

58.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

58.3 If:

58.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

58.3.2 the distribution recipient has not claimed it the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

## 59 NON-CASH DISTRIBUTIONS

59.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

59.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- 59.2.1 fixing the value of any assets;
- 59.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- 59.2.3 vesting any assets in trustees.

## 60 WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

- 60.1 the share has more than one holder; or
  - 60.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## 61 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 61.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
  - 61.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
  - 61.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 61.2 Subject to article 61.6, capitalised sums must be applied:
  - 61.2.1 on behalf of the persons entitled; and
  - 61.2.2 in the same proportions as a dividend would have been distributed to them.
- 61.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct and, where relevant, to the company as contemplated by article 61.6.
- 61.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
  - 61.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled and, where relevant, by the company as contemplated by article 61.6; or
  - 61.4.2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 61.5 Subject to the articles the directors may:
  - 61.5.1 apply capitalised sums in accordance with articles 61.3 and 61.4 partly in one way and partly in another;
  - 61.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - 61.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

- 61.6 The company shall be entitled to participate in a capitalisation in relation to any shares held by it as treasury shares at that time and the proportionate entitlement of the persons entitled to the distribution shall be calculated accordingly.

## 62 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 62.1 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.
- 62.2 A person is able to exercise the right to vote at a general meeting when:
- 62.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 62.2.2 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.
- 62.3 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.
- 62.4 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.
- 62.5 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.

## 63 QUORUM FOR GENERAL MEETINGS

- 63.1 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 at the time when the meeting proceeds to business.
- 63.2 Where, for the time being, the company has only one member, one qualifying person present at a meeting is a quorum. Otherwise two qualifying persons present at a meeting are a quorum unless:
- 63.2.1 each is a qualifying person only because he is authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or
- 63.2.2 each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.

## 64 CHAIRING GENERAL MEETINGS

- 64.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 64.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 64.2.1 the directors present; or
- 64.2.2 (if no directors are present), the meeting must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 64.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

65 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 65.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

- 65.2 The chairman of the meeting may permit other persons who are not:

65.2.1 shareholders of the company; or

65.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

66 ADJOURNMENT

- 66.1 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.

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

66.2.1 the meeting consents to an adjournment; or

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

- 66.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 66.4 When adjourning a general meeting, the chairman of the meeting must:

66.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

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

- 66.5 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):

66.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

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

- 66.6 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.

67 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.

68 ERRORS AND DISPUTES

- 68.1 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.

68.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

## 69 POLL VOTES

69.1 A poll on a resolution may be demanded:

69.1.1 in advance of the general meeting where it is to be put to the vote; or

69.1.2 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.

69.2 A poll may be demanded by:

69.2.1 the chairman of the meeting;

69.2.2 the directors;

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

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

69.3 A demand for a poll may be withdrawn if:

69.3.1 the poll has not yet been taken; and

69.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

69.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## 70 CONTENT OF PROXY NOTICES

70.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

70.1.1 states the name and address of the shareholder appointing the proxy;

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

70.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

70.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised (provided that in calculating such period no account shall be taken of any part of a day that is not a working day) and in accordance with any instructions contained in the notice of the general meeting to which they relate;

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

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

70.3 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.

70.4 Unless a proxy notice indicates otherwise, it must be treated as:

70.4.1 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

70.4.2 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.

## 71 DELIVERY OF PROXY NOTICES

- 71.1 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.
- 71.2 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.
- 71.3 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.
- 71.4 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.

## 72 AMENDMENTS TO RESOLUTIONS

- 72.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 72.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - 72.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 72.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 72.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 72.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 72.3 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.

## 73 MEANS OF COMMUNICATION TO BE USED

- 73.1 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 2006 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.
- 73.2 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.
- 73.3 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.

## 74 COMPANY SEALS

- 74.1 Any common seal may only be used by the authority of the directors.
- 74.2 The directors may decide by what means and in what form any common seal is to be used.
- 74.3 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.
- 74.4 For the purposes of this article, an authorised person is:
- 74.4.1 any director of the company;
  - 74.4.2 the company secretary (if any); or
  - 74.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## 75 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 shareholder.

## 76 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.

## 77 INDEMNITY AND INSURANCE

- 77.1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the company (other than any person, whether an officer or not, engaged by the company as auditor) shall be indemnified and kept indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.
- 77.2 Without prejudice to any indemnity to which a director may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these articles), the directors shall, to the extent permitted by the Companies Acts, have the power to grant, on such terms as they see fit, to any director or other officer of the company, an indemnity or indemnities out of the assets of the company in respect of any liability incurred by him as such, and to amend, vary or extend the terms of such indemnity so granted, again on such terms as the directors see fit.
- 77.3 The directors shall have the power to purchase and maintain indemnity insurance for any director, as contemplated by section 233 of the 2006 Act.
- 77.4 Subject to the Companies Acts, the directors shall have the power to make a loan to any director or otherwise do anything to enable a director to avoid incurring expenditure in



defending himself in an investigation by a regulatory authority, or against action proposed to be taken by a regulatory authority, or in any criminal or civil proceedings or in connection with any application under sections 661(3) or 1157 of the 2006 Act.

- 77.5 This article shall not be deemed to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Companies Acts.