

**THE COMPANIES ACT 1985**

**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**WARMUP PLC (the Company)**

**(Adopted by special resolution passed on 6 December 2016)**



**INTRODUCTION**

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in these Articles

**Acceptance:** has the meaning given in article 12.5

**Accepting Shareholder** has the meaning given in article 13.2

**Act:** means the Companies Act 2006

**acting in concert** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended)

**ADS:** means Andrew David Stimpson whose service address shall be as notified to Companies House from time to time

**Articles:** means the company's articles of association for the time being in force

**Board** the board of directors for the time being of the Company or the directors present or deemed to be present at a duly convened quorate meeting of the directors

**Business Day:** means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business

**Chairman:** ADS or, in the event ADS is not a director, such other director who may be so appointed

**Conflict:** has the meaning given in article 6.1

**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)

**Interested Director:** has the meaning given in article 6 1

**Majority Holding** has the meaning given in article 14 1

**Model Articles:** means the model articles for public companies limited by shares contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles

**New Member:** has the meaning given in article 13 5

**Offeror** has the meaning given in article 13 1

**Offer Period.** has the meaning given in article 12 4

**Other Shareholders** has the meaning given in article 13 3

**Proposed Buyer** has the meaning given in article 14 2

**Proposed Sale Date** has the meaning given in article 14 2

**Proposed Sale Notice** has the meaning given in article 14 2

**Proposed Sale Price'** has the meaning given in article 12 2 3

**Proposed Sale Shares** has the meaning given in article 14 2

**Proposed Seller** has the meaning given in article 14 1

**Proposed Transferee:** has the meaning given in article 12 2 2

**Purchase Shares:** has the meaning given in article 12 5 1

**Relevant Loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company

**Relevant Officer.** means any director or other officer of the Company from time to time

**Sale Shares:** has the meaning given in article 12 2 1

**Seller'** has the meaning given in article 12 2

**Surplus Shares'** has the meaning given in article 12 8

**Timescale:** has the meaning given in article 12 5 4

**Transfer Notice:** has the meaning given in article 12 2

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company
- 1 6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision
- 1 7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1 8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them
- 1 9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles
- 1 10 Articles 8(1), 8(2), 8(3), 8(5), 10, 13(3), 14, 21, 34, 36(2), 47(2)(a), 63(5), 79, 81, 85, and 86 of the Model Articles shall not apply to the company
- 1 11 Article 26(2) of the Model Articles shall be amended with the addition of "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" as a final paragraph
- 1 12 Article 27(d) of the Model Articles shall be amended by the deletion of ", except that an alternate's appointment as an alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting"

- 1 13 Article 63(1) of the Model Articles shall be amended by the addition of "Subject to any rights of pre-emption which may exist," at the beginning of the article
- 1 14 Articles 72(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Article 72(1)(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

## **DIRECTORS**

### **2. CALLING A DIRECTORS' MEETING**

- 2 1 The Chairman may call a directors' meeting by giving not less than 2 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice
- 2 2 Notice of a directors' meeting shall be given to each director in writing

### **3. QUORUM FOR DIRECTORS' MEETINGS**

- 3 1 Subject to article 3 2, the quorum for the transaction of business at a meeting of directors is any 2 Eligible Directors one of which must be ADS so long as he is a director
- 3 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 6 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director
- 3 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision
- 3 3 1 to appoint further directors, or
- 3 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

### **4. CASTING VOTE**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman has a casting vote

### **5. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 5 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the

requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

5 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,

5 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,

5 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,

5 1 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

5 1 5 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 body corporate in which the company is otherwise (directly or indirectly) interested, and

5 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

## **6. DIRECTORS' CONFLICTS OF INTEREST**

6 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

6 2 Any authorisation under this article 6 will be effective only if

6 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles,

- 6 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director, and
  - 6 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted
- 6 3 Any authorisation of a Conflict under this article 6 may (whether at the time of giving the authorisation or subsequently)
  - 6 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
  - 6 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
  - 6 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 any resolution related to the Conflict,
  - 6 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
  - 6 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that 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, and
  - 6 3 6 permit 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 they relate to such matters
- 6 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 6 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 6 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 or by the company in general meeting (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

**7. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

**8. APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

**SHARES**

**9. PURCHASE OF OWN SHARES**

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Part 18 of the Act

**10. ISSUE OF SHARES**

10 1 For this purposes of this article 10

10 1 1 **rights issue** means an offer of equity securities (as defined by the Act) open for acceptance for a period fixed by the Board to holders of equity securities on the Register on a fixed record date in proportion to their respective holdings of such securities or in accordance with the rights attached to them but subject to such exclusions or other arrangements as the Board may deem necessary or expedient with regard to treasury shares, fractional entitlements or legal or practical problems under the laws of any territory or under the requirements of any recognised regulatory body or stock exchange in any territory,

10 1 2 **prescribed period** means any period (not exceeding five years on any occasion) for which the authority, in the case of article 10 4, is conferred or renewed by ordinary or special resolution stating the Section 551 Amount and in the case of article 10 5 is conferred or renewed by special resolution stating the Section 561 Amount,

- 10 1 3 **Section 551 Amount** means for any prescribed period, the amount stated in the relevant ordinary or special resolution,
- 10 1 4 **Section 561 Amount** means for any prescribed period, the amount stated in the relevant special resolution, and
- 10 1 5 the nominal amount of any securities shall be taken to be, in the case of rights to subscribe for or to convert any securities into shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights
- 10 2 Subject to the Act, these Articles and to any relevant authority of the Company in general meeting required by the Act, the Board may offer, allot (with or without conferring rights of renunciation), grant options over or otherwise deal with or dispose of shares or grant rights to subscribe for or convert any security into shares to such persons, at such times and upon such terms as the Board may decide No share may be issued at a discount
- 10 3 The Board may, at any time after the allotment of any share but before any person has been entered in the Register, recognise a renunciation by the allottee in favour of some other person and accord to the allottee of a share a right to effect such renunciation and/or allow the rights to be represented to be one or more participating securities, in each case upon the subject to such terms and conditions as the Board may think fit to impose
- 10 4 Under and in accordance with section 551 of the Act, the Directors shall be generally and unconditionally authorised to exercise for each prescribed period all the powers of the Company to allot shares up to an aggregate nominal amount equal to the Section 551 Amount
- 10 5 Under and within the terms of the said authority or otherwise in accordance with section 570 of the Act, the Directors shall be empowered during each prescribed period to allot equity securities (as defined by the Act) wholly for cash
  - 10 5 1 in connection with a rights issue, and
  - 10 5 2 otherwise than in connection with a rights issue up to an aggregate nominal amount equal to the Section 561 Amount
- 10 6 During each prescribed period the Company and its Directors by such authority and power may make offers or agreements which would or might require equity securities or other securities to be allotted after the expiry of such period
- 11. TRANSFER OF SHARES**
  - 11 1 The directors may refuse to register the transfer of a certificated share if
    - 11 1 1 the share is not fully paid,



- 11 1 2 the transfer is not lodged at the company's registered office or such other place as the directors have appointed,
- 11 1 3 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf,
- 11 1 4 the transfer is in respect of more than one class of share,
- 11 1 5 the transfer is in favour of more than four transferees, or
- 11 1 6 the transferor has not transferred his shares in accordance with any rights of pre-emption which may exist

## 12. PRE-EMPTION RIGHTS ON TRANSFER OF SHARES

- 12 1 Subject to articles 13 and 14, any transfer of Shares by a shareholder of the Company shall be subject to the pre-emption rights in this article 12
- 12 2 A shareholder who wishes to transfer shares in the Company (a **Seller**) shall, before transferring or agreeing to transfer any of his shares, give notice in writing (a **Transfer Notice**) to the Company specifying
  - 12 2 1 the number of shares he wishes to transfer (**Sale Shares**),
  - 12 2 2 the name of the proposed transferee, if any (the **Proposed Transferee**),
  - 12 2 3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the **Proposed Sale Price**)
- 12 3 As soon as practicable following receipt of a Transfer Notice the Seller shall offer the Sale Shares in the following order of priority
  - 12 3 1 first, to ADS, and
  - 12 3 2 second, to the Company
- 12 4 An offer of Sale Shares made in accordance with article 12 3 shall remain open for acceptance by each of the parties mentioned therein for a period from the date of the offer to the date 30 Business Days after the offer (both dates inclusive) (the **Offer Period**)
- 12 5 ADS and the Company, in order of priority, may at their discretion choose (subject to the Act) to purchase some or all of the Sale Shares and shall indicate an intention to do so by sending written notice (the **Acceptance**) of such intention to the Seller within the Offer Period stating,

- 12 5 1 how many of the Sale Shares they intend to purchase (the **Purchase Shares**),
  - 12 5 2 whether or not they intend to pay for the Purchase Shares in full as a lump sum or in tranches,
  - 12 5 3 subject to article 12 6, the date for completion of the purchase and transfer of the Purchase Shares (**Completion**), and
  - 12 5 4 subject to article 12 6, the proposed timescale for payment of the Sale Shares (**the Timescale**)
- 12 6 In any event, the Completion must be no longer than 30 Business Days from the date of the Acceptance and the Timescale must be no longer than 5 years from the date of Completion. The Seller undertakes to transfer the Purchase Shares to ADS or the Company (as applicable) upon Completion.
- 12 7 If the Seller fails to comply with article 12 6, the chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent and attorney on behalf of the Seller
- 12 7 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the Purchase Shares to ADS or the Company, as applicable,
  - 12 7 2 receive the Proposed Sale Price and give a good discharge for it (which it will hold on trust with no obligation to pay interest), and
  - 12 7 3 (subject to the transfer being duly stamped) enter ADS or the Company (as applicable) in the register of shareholders as the holders of the Purchase Shares
- 12 8 Where the Transfer Notice to ADS and the Transfer Notice to the Company both lapse or all of the Sale Shares are not purchased by ADS or the Company (or a combination of the two) (the **Surplus Shares**), then the Seller may, within the following 30 Business Days, transfer the Surplus Shares to any person(s) at a price which is not less than the Proposed Sale Price (or a pro-rated proportion of the Proposed Sale Price, as appropriate) and otherwise on no more favourable terms
- 13. DRAG-ALONG RIGHTS**
- 13 1 In these articles a Qualifying Offer shall mean an offer in writing by or on behalf of any person (**Offeror**) to the holders of the entire equity share capital in the Company to acquire all their equity share capital
- 13 2 If the holders of not less than 60% in nominal value of the equity share capital then in issue (**Accepting Shareholders**) wish to accept the Qualifying Offer, then the provisions of this article shall apply

- 13 3 The Accepting Shareholders may give written notice to the remaining holders of the equity share capital (**Other Shareholders**) of their wish to accept the Qualifying Offer and, if required to do so by the Accepting Shareholders, the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders
- 13 4 If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person
- 13 5 Upon any person, following the issue of a notice pursuant to article 13 3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the company (**New Member**), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member
- 14. TAG ALONG**
- 14 1 If at any time one or more Shareholders (**Proposed Sellers**) propose to sell, in one or a series of related transactions, 75% or more in nominal value of the ordinary shares in the capital of the Company (**Majority Holding**) to any person (not being an Offeror for the purposes of article 13 1) the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this article
- 14 2 The Proposed Sellers shall give written notice (**Proposed Sale Notice**) to the other holders of the equity share capital in the Company of such intended sale at least ten Business Days prior to the date thereof The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (**Proposed Buyer**), the purchase price and other terms and conditions of payment, the proposed date of sale (**Proposed Sale Date**) and the number of Shares proposed to be purchased by the Proposed Buyer (**Proposed Sale Shares**)
- 14 3 Any other holder of equity share capital in the Company shall be entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale

Notice, to sell all of his Shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice, provided that such other holder of equity share capital agrees to any non-disclosure obligations as the Proposed Sellers may reasonably deem necessary

- 14 4 If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect

## **DECISION MAKING BY SHAREHOLDERS**

### **15. POLL VOTES**

- 15 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 15 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

### **16. PROXIES**

- 16 1 Article 38(1)(d) of the Model Articles shall be deleted and replaced with the words "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 and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 16 2 Article 38 of the Model Articles shall be amended by the insertion of the words "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" as a new paragraph at the end of that article

## **ADMINISTRATIVE ARRANGEMENTS**

### **17. MEANS OF COMMUNICATION TO BE USED**

- 17 1 Subject to article 17 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- 17 1 1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or
- 17 1 2 if sent by fax, at the time of transmission, or

- 17 1 3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 00 am on the second Business Day after posting, or
- 17 1 4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 00 am on the fifth Business Day after posting, or
- 17 1 5 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied,

and if deemed receipt under the previous paragraphs of this article 17 1 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 am on the day when business next starts in the place of deemed receipt For the purposes of this article, all references to time are to local time in the place of deemed receipt

17 2 To prove service, it is sufficient to prove that

- 17 2 1 if delivered by hand the notice was delivered to the correct address, or
- 17 2 2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number, or
- 17 2 3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted, or
- 17 2 4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient

## **18. INDEMNITY**

18 1 Subject to article 18 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- 18 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, and

18 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 18 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

18 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

## **19. INSURANCE**

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

**Special Resolution of the members of Warmup Plc**

**Passed at a General Meeting of Warmup Plc's members on 6 December 2016**

*That the articles of association enclosed with or attached to this notice (a copy of which will also be available at the meeting) be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association*