

Company No 06817720

**Ordinary and Special Written Resolutions**

- of -

**Verdant Bioproducts Limited**

Passed on 16 June 2016

1

The following resolutions were duly passed as ordinary and special resolutions by way of written resolutions under Chapter 2 of part 13 of the Companies Act 2006

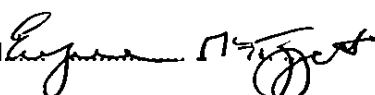
**Resolutions**

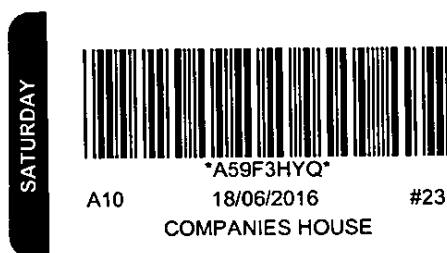
**ORDINARY RESOLUTION**

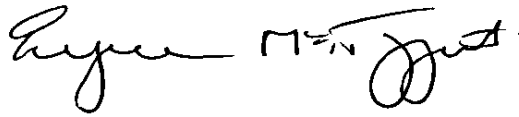
THAT the 1,115 Ordinary shares of £1 00 each in the issued share capital of the Company be sub-divided into 111,500 Ordinary shares of £0 01 each, such shares having the same rights and being subject to the same restrictions (save as to nominal value) as the existing Ordinary shares of £1 00 each in the capital of the Company as set out in the Company's articles of association for the time being

**SPECIAL RESOLUTION**

THAT the articles of association in the form produced to the meeting and initialled by the chairman be adopted as the articles of association of the Company in place, and to the exclusion, of its existing articles of association

Signed   
Chairman





**The Companies Act 2006**

**Articles of Association of Verdant Bioproducts Limited (company number  
06817720) (the Company)**

**Adopted pursuant to a special resolution by way of written resolution passed  
on 16 June 2016**

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## **The Companies Act 2006**

### **Articles of Association of Verdant Bioproducts Limited**

#### **Part 1**

##### **Exclusion of model articles, interpretation and limitation of liability**

##### **1 Exclusion of model articles**

The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 do not apply to the company

##### **2 Defined terms**

In the articles, unless the context requires otherwise

**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 from time to time),

**alternate or alternate director** has the meaning given in article 24,

**appointor** has the meaning given in article 24,

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

**Associate** means any person who directly or indirectly controls a party or is controlled by a party or is controlled by the same person as a party, and for this purpose control means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of shares or other securities carrying the right to vote, through the composition of the board of directors of such other person, by contract or otherwise,

**Asset Sale** means the disposal by the Company of all or substantially all of its undertaking and assets,

**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,

**Business Day** means a day (other than a Saturday or a Sunday) on which banks in the city of London are open for the transaction of general business,

**call** has the meaning given in article 36,

**call notice** has the meaning given in article 36,

**chairman** has the meaning given in article 13,

**chairman of the meeting** has the meaning given in article 73,

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

**company's lien** has the meaning given in article 34,

**Controlling Interest** means an interest in shares giving to the holder or holders control of a company within the meaning of section 840 ICTA,

**Date of Adoption** means the date on which these Articles were adopted,

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

**distribution recipient** has the meaning given in article 64,

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

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

**eligible director** means a director who would be entitled to vote on a matter were it proposed as a resolution at a directors' meeting,

**Exit** means a Share Sale or an Asset Sale,

**Family Member** means an individual being the parent (adoptive or otherwise), spouse, child (adopted or otherwise), stepchild or other direct descendant or direct ancestor of a Shareholder, and any company in which the Shareholder may be directly or indirectly interested,

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

**Group** means the company and its subsidiaries from time to time,

**Group Company** means a company in the Group,

**hard copy form** has the meaning given in section 1168 of the Companies Acts,

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

**ICTA** means the Income and Corporation Taxes Act 1988,

**instrument** means a document in hard copy form,

**Issue Price** means the amount paid up or credited as paid up (including any premium on issue) on a Share,

**Investment Agreement** means the Amendment and Restatement Agreement dated 15 July 2013 made between (1) Eugene McTaggart (2) Amanda Howard (3) Barry Howard (4) Irene Finnegan (5) Michael Finnegan, Tarryn Finnegan, Mark Finnegan and Bio Services CC, and (6) the company, as the same may be amended or varied from time to time,

**Lead Investor** means Eugene McTaggart, subject to article 45(3),

**lien enforcement notice** has the meaning given in article 35,

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

**paid** means paid or credited as paid,

**participate**, in relation to a directors' meeting, has the meaning given in article 11,

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

**proxy notice** has the meaning given in article 79,

**Proceeds of Sale** means the net consideration payable (including any deferred consideration) after deducting costs and expenses whether in cash or otherwise to those Shareholders selling Shares under a Share Sale,

**qualifying person** has the meaning given in section 318 of the Companies Acts,

**Shares** means the Shares in the company,

**Shares** means shares of any class in the share capital of the company,

**Shareholder** means a holder of Shares whose name is entered in the register of members of the company,

**Share Sale** means the sale of any of the Shares (in one transaction or as a series of transactions) which will result in the purchaser of those Shares and persons Acting in Concert with him together acquiring a Controlling Interest in the company, except where following completion of the sale the shareholders of and the proportion of shares held by each shareholder in any company (or other entity) that has acquired all of the issued Shares are the same as the shareholders and their holdings of Shares immediately prior to the sale,

**special resolution** has the meaning given in section 283 of the Companies Acts,

**subsidiary** has the meaning given in section 1159 of the Companies Acts,

**Transfer Value** means the price per share calculated in accordance with article 52,

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

**Winding Up** means the passing of any resolution for the winding up of the company or any other return of capital (on liquidation, capital reduction or otherwise), and

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Acts as in force on the date when these articles become binding on the company

### **3 Liability of members**

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

## **Part 2**

### **Directors**

#### **Directors' powers and responsibilities**

### **4 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

### **5 Shareholders' reserve power**

- (1) The shareholders may, by ordinary resolution, direct the directors to take, or refrain from taking, specified action

- (2) No such ordinary resolution invalidates anything which the directors have done before the passing of the resolution

## **6 Directors may delegate**

- (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
- (a) to such person or committee,
  - (b) by such means (including by power of attorney),
  - (c) to such an extent,
  - (d) in relation to such matters or territories, and
  - (e) on such terms and conditions,
- as they think fit
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

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

## **7 Committees**

- (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
- (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

### **Decision-making by directors**

## **8 Directors to take decisions collectively**

- (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 9
- (2) Subject to article 46(3)(b) at any meeting of the directors those present shall be entitled to cast one vote each on each issue put to vote

## **9 Unanimous decisions**

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

## **10 Calling a directors' meeting**

- (1) Any director may call a directors' meeting by giving at least 10 Business Days (or where the particular circumstances require a shorter period, such shorter period as the circumstances



reasonably require) notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

- (2) Notice of any directors' meeting must indicate
  - (a) its proposed date and time,
  - (b) where it is to take place (which shall be at the registered office of the company unless the directors agree another location), and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (3) Each notice shall be accompanied by
  - (a) a full agenda and,
  - (b) supporting documents
- (4) Directors' meetings shall take place at such intervals as the directors shall agree
- (5) Notice of a directors' meeting must be given to each director to the address or fax number notified to the company for these purposes whether or not in the United Kingdom but so that
  - (a) if notice has to be posted outside the United Kingdom, it must be sent by airmail, and
  - (b) if notice has to be sent by fax, a copy of it must also be sent by post (and airmail if the address is overseas)
- (6) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 5 Business 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

## **11 Participation in directors' meetings**

- (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
  - (a) the meeting has been called and takes place in accordance with the articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (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
- (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

## **12 Quorum for directors' meetings**

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (2) Subject to article 12 (6) 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, one of whom must be the Lead Investor or his validly appointed alternate (for as long as he or any of his Permitted

Transferees is the registered holder of Shares), unless there is only one director of the company, in which case the quorum shall be one

- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision
  - (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors
- (4) Each board meeting shall only deal with the business set out in the agenda which accompanies the notice convening the board meeting
- (5) For the purposes of any meeting (or part of a meeting) held pursuant to article 22 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of a meeting) shall be one eligible director
- (6) If within 30 minutes of the time appointed for a meeting of the directors there is no quorum, the director(s) present shall adjourn the meeting to a place and time not less than three Business Days later. At such an adjourned meeting such directors are not present within 30 minutes from the time appointed for the adjourned meeting or such longer interval as the chairman of the meeting may think fit to allow, then the meeting shall be dissolved unless the sole director present is the Lead Investor, in which case the meeting shall be deemed quorate and may proceed to business

### **13 Charing of directors' meetings**

The chairman of the company shall be the Lead Investor

### **14 Casting vote**

- (1) If the numbers of votes for and against a proposal are equal, the chairman of the meeting has a second or casting vote
- (2) The Lead Investor shall always be deemed to have one more vote than the aggregate number of the votes capable of being cast by the other directors or their validly appointed alternates entitled to vote at such board meeting

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

- (1) 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
- (2) Minutes of each meeting of the board shall be taken and kept by the company secretary in the books of the company
- (3) Copies of the minutes of each such meeting shall be delivered to each member of the board as soon as practicable
- (4) If a member has not been present at the meeting copies of all papers considered by the board at the meeting shall be sent to him with the minutes

### **16 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

## **Appointment of directors**

### **17 Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (excluding alternate directors) shall not be subject to any maximum but shall be not less than one

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

- (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by
  - (a) ordinary resolution,
  - (b) the shareholder or shareholders who at the time hold a majority in nominal value of the shares in the company giving notice of appointment in writing to the company (in which case the appointment takes effect on receipt by the company of the notice or, if later, on the date specified in the notice), or
  - (c) a decision of the directors
- (2) 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 have the right, by notice in writing, to appoint a person), who is willing to act and is permitted to do so, to be a director
- (3) For the purposes of paragraph (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

- (a) that person ceases to be a director by virtue of any provision of the Companies Acts or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) 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,
- (g) the company receives notice in writing of removal of that person as a director from the shareholder or shareholders who at the time hold a majority in nominal value of the shares in the company

Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company

## **20 Directors' remuneration**

- (1) Directors may undertake any services for the company that the directors decide
- (2) Directors are entitled to such remuneration as the directors determine
  - (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company
- (3) Subject to the articles, a director's remuneration may
  - (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director (including to or in respect of any members of a director's family)
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day
- (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
- (6) The directors may make arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of a past director of the company or to a present or past director of any of its subsidiaries or any body corporate associated with, or any business acquired by, any of them, including in each case to or in respect of any members of a director's family

## **21 Directors' expenses**

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

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

### **Directors' conflicts of interest**

## **22 Conflict situations**

- (1) The directors may authorise any matter or situation which would, if not authorised, be an infringement by that director of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the company
- (2) Any authorisation under this article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised
- (3) Any authorisation under this article is effective only if

- (a) the matter or situation in question has been proposed by a director for consideration at a meeting of directors in accordance with the board's normal procedures or in such other manner as the directors may approve,
  - (b) any requirement as to the quorum at the meeting of the directors at which the matter or situation is considered is met without counting the director in question or any other interested director (together the **Interested Directors**),
  - (c) the matter or situation was agreed to without the Interested Directors voting or would have been agreed to if their votes had not been counted
- (4) Any authorisation of a conflict under this article may
  - (a) be subject to such terms and for such duration or impose such limits or conditions as the directors may determine whether at the time the authorisation is given or subsequently, and
  - (b) be terminated or varied by the directors at any time
- (5) Where the directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
  - (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict,
  - (b) is not given any documents or other information relating to the conflict, and
  - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict or otherwise participate in any decision relating to the conflict
- (6) Where the directors authorise a conflict
  - (a) the director must conduct himself in accordance with any terms imposed by the director in relation to the conflict, and
  - (b) the director does not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Acts provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the authorisation
- (7) A director is not required, by reason of his office, to account to the company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Acts) derives from a matter or situation authorised under this article, subject in each case to any terms, limits or conditions attaching to that authorisation. No transaction or arrangement is liable to be avoided on such grounds
- (8) If a matter or situation is authorised pursuant to this article the director is not required to
  - (a) disclose to the company any confidential information received by him (other than by virtue of his position as director of the company) relating to that matter or situation, or
  - (b) use that information in relation to the company's affairs,

if to do so would result in a breach of a duty of confidence owed by him to another person in relation to that matter or situation
- (9) A director does not require authorisation by the directors under this article in respect of any actual or potential conflict which may reasonably be expected to arise by reason only of that director also being a director of another group undertaking (as defined in section 1161(5) of

the Companies Acts) A director is not to be regarded infringing his duty under section 175 of the Companies Acts as a result of the lack of such authorisation

## **23 Transactions or other arrangements with the company**

- (1) A director must declare the nature and extent of his interests in a proposed or existing transaction or arrangement with the company in accordance with section 177 or section 182 of the Companies Acts
- (2) Provided he has complied with paragraph (1), a director
  - (a) is to be counted as participating in the decision-making process (including for quorum and voting purposes) notwithstanding that it in any way concerns or relates to an actual or proposed transaction or arrangement in which he has, directly or indirectly, any kind of interest,
  - (b) may be party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the company (or any body corporate in which the company is directly or indirectly interested) or in which the company is otherwise directly or indirectly interested, and
  - (c) is not, except as he may otherwise agree, required to account to the company for remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Acts) derives from any such transaction or arrangement, and no transaction or arrangement is to be liable to be avoided on such grounds
- (3) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- (4) Subject to paragraph (5), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- (5) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

### **Alternate directors**

## **24 Appointment and removal of alternate directors**

- (1) Any director (the **appointor**) may appoint as an alternate any other director or any other person to
  - (a) exercise that director's powers, and
  - (b) carry out that director's responsibilities,in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- (2) The alternate director must be approved in writing by any corporate Shareholder who appointed the appointor
- (3) 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

- (4) The notice must
  - (a) identify the proposed alternate, and
  - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

## **25 Rights and responsibilities of alternate directors**

- (1) An alternate director has the same rights, in relation to any decision of the directors as the alternate's appointor
- (2) Except as the articles specify otherwise, alternate directors
  - (a) are deemed for all purposes to be directors,
  - (b) are liable for their own acts and omissions,
  - (c) are subject to the same restrictions as their appointors, and
  - (d) are not deemed to be agents of or for their appointors
- (3) For the purposes of determining whether a quorum is participating
  - (a) a person who is an alternate director but not a director may be counted as participating only if that person's appointor is not participating, but no alternate may be counted as more than one director for such purposes, and
  - (b) a director who is also an alternate director does not count as more than one director
- (4) At a directors' meeting
  - (a) a person who is an alternate director but not a director has a vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it, and
  - (b) a director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it
- (5) Where the directors take a unanimous decision in accordance with article 9 a person who is an alternate director but not a director
  - (a) may participate in the decision only if his appointor is an eligible director in relation to that decision, but does not participate, and
  - (b) does not count as more than one director for such purposes
- (6) 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

## **26 Termination of alternate directorship**

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a director terminates

### **Part 3**

#### **Shares and distributions**

##### **Shares**

#### **27 Share Capital**

In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares created and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue

#### **28 Powers to issue different classes of share**

- (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
- (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

#### **29 Issue of Shares**

- (1) Subject to these articles and any agreement between the Shareholders to the contrary, the directors are generally and unconditionally authorised during the period of five years from the Date of Adoption to offer, allot, grant options over or otherwise dispose of equity securities (as defined in section 560(1) of the Companies Acts) of the company up to the maximum nominal amount of £1000 to such persons at such times and on such terms and conditions as they think fit and to make any offer or agreement of the kind referred to in section 551(7) of the Companies Acts
- (2) The directors may, as a condition to the registration of any allotment, require that the allottee enters into a shareholders' agreement with the other Shareholders on the same terms as apply to the Shareholders in relation to the Shares immediately before the allotment

#### **30 No right of pre-emption**

Section 561(1) of the Companies Acts shall not apply to any allotment of Shares made by the directors pursuant to the authority conferred upon them by article 29(1) Save as aforesaid any allotment or proposed allotment of equity securities (as defined in section 560(1) of the Companies Acts) shall be subject to the provisions of sections 561 and 562 of the Companies Acts

#### **31 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

### **32 Share certificates**

- (1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- (2) Every certificate must specify
  - (a) in respect of how many shares, of what class, it is issued,
  - (b) the nominal value of those shares,
  - (c) the amount paid up on them, and
  - (d) any distinguishing numbers assigned to them
- (3) No certificate may be issued in respect of shares of more than one class
- (4) If more than one person holds a share, only one certificate may be issued in respect of it
- (5) Certificates must
  - (a) have affixed to them the company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts

### **33 Replacement share certificates**

- (1) If a certificate issued in respect of a shareholder's shares is
  - (a) damaged or defaced, or
  - (b) said to be lost, stolen or destroyed,that shareholder is entitled to be issued with a replacement certificate in respect of the same shares
- (2) A shareholder exercising the right to be issued with such a replacement certificate
  - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
  - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
  - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

### **Partly paid shares**

### **34 Company's lien over shares**

- (1) The company has a lien over every share which is partly paid for any part of
  - (a) that share's nominal value, and
  - (b) 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

The company also has a lien over every share (whether fully or partly paid) registered in the name of any shareholder (whether solely or in the name of one of two or more joint holders) and/or any Family Member for all other moneys presently payable by that shareholder (or his estate) to the company

A lien which the company has by virtue of this article is referred to in the articles as **the company's lien**

- (2) The company's lien over a share
  - (a) takes priority over any third party's interest in that share, and
  - (b) 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
- (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

### **35 Enforcement of the company's lien**

- (1) Subject to the provisions of this article, if
  - (a) a lien enforcement notice has been given in respect of a share, and
  - (b) 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
- (2) A lien enforcement notice
  - (a) 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,
  - (b) must specify the share concerned,
  - (c) must require payment of the sum payable within 10 Business Days of the notice,
  - (d) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
  - (e) must state the company's intention to sell the share if the notice is not complied with
- (3) Where shares are sold under this article
  - (a) 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
  - (b) 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
- (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

- (a) 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,
  - (b) 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 a suitable indemnity 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
- (5) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a share has been sold to satisfy the company's lien on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

### **36 Call notices**

- (1) Subject to the articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a member requiring the member to pay the company a specified sum of money (**a call**) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice
- (2) A call notice
- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the company by way of premium),
  - (b) must state when and how any call to which it relates is to be paid, and
  - (c) may permit or require the call to be paid by instalments
- (3) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 10 Business Days have passed since the notice was sent
- (4) Before the company has received any call due under a call notice the directors may
- (a) revoke it wholly or in part, or
  - (b) specify a later time for payment than is specified in the notice,
- by a further notice in writing to the member in respect of whose shares the call is made

### **37 Liability to pay calls**

- (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
- (2) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- (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
- (a) to pay calls which are not the same, or
  - (b) to pay calls at different times

### **38 When call notice need not be issued**

- (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)
  - (a) on allotment,
  - (b) on the occurrence of a particular event, or
  - (c) on a date fixed by or in accordance with the terms of issue
- (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

### **39 Failure to comply with call notice automatic consequences**

- (1) If a person is liable to pay a call and fails to do so by the call payment date
  - (a) the directors may issue a notice of intended forfeiture to that person, and
  - (b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate
- (2) For the purposes of this article
  - (a) 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,
  - (b) the relevant rate is
    - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
    - (ii) 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
    - (iii) if no rate is fixed in either of these ways, 5 per cent per annum
- (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
- (4) The directors may waive any obligation to pay interest on a call wholly or in part

### **40 Notice of intended forfeiture**

A notice of intended forfeiture

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) 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,
- (c) must require payment of the call and any accrued interest by a date which is not less than 10 Business Days after the date of the notice,

- (d) must state how the payment is to be made, and
- (e) 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

#### **41 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

#### **42 Effect of forfeiture**

- (1) Subject to the articles, the forfeiture of a share extinguishes
  - (a) all interests in that share, and all claims and demands against the company in respect of it, and
  - (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company
- (2) Any share which is forfeited in accordance with the articles
  - (a) is deemed to have been forfeited when the directors decide that it is forfeited,
  - (b) is deemed to be the property of the company, and
  - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit
- (3) If a person's shares have been forfeited
  - (a) the company must send that person notice that forfeiture has occurred and record it in the register of members,
  - (b) that person ceases to be a member in respect of those shares,
  - (c) that person must surrender the certificate for the shares forfeited to the company for cancellation,
  - (d) 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
  - (e) 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
- (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

#### **43 Procedure following forfeiture**

- (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

- (2) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a share has been forfeited on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share
- (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
- (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
- (a) was, or would have become, payable, and
  - (b) 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

#### **44 Surrender of shares**

- (1) A member may surrender any share
- (a) in respect of which the directors may issue a notice of intended forfeiture,
  - (b) which the directors may forfeit, or
  - (c) which has been forfeited
- (2) The directors may accept the surrender of any such share
- (3) The effect of surrender on a share is the same as the effect of forfeiture on that share
- (4) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

### **Transfer and transmission of shares**

#### **45 Permitted transfers**

- (1) A Shareholder (the **Permitted Transferor**) may, with the prior written consent of the Lead Investor, transfer all or any of his, hers or its Shares to any of the following persons (each a **Permitted Transferee**)
- (a) a Family Member, and/or
  - (b) trustees to hold on any trust under which beneficiaries or potential beneficiaries are exclusively the Permitted Transferor or one or more of his Family Members
- (2) A Permitted Transferee must transfer all of his, hers or its Shares to its Permitted Transferor or to another Permitted Transferee of its Permitted Transferor immediately upon the Permitted Transferee ceasing to be a Permitted Transferee of the Permitted Transferor, and failing such transfer within 10 Business Days of such cessation, the Permitted Transferor shall be deemed

to be a Departing Shareholder and the provisions of article 46 shall apply in respect of all Shares held by such Permitted Transferee and Permitted Transferor and any of its other Permitted Transferees

(3) Notwithstanding anything to the contrary in these articles

- (a) if the Lead Investor dies or becomes incapacitated owing to ill health, he or his personal representatives may freely transfer all of the Shares held by him to his wife or widow and upon such transfer his wife or widow shall be deemed to become the Lead Investor in place of Mr McTaggart,
- (b) save with the prior written consent of the Lead Investor and his/her Permitted Transferees, except for a transfer under article 46(3) or by the Lead Investor to his/her Permitted Transferees, no transfer of Shares by the Lead Investor or any Permitted Transferee in relation to him/her shall be capable of taking place and the Lead Investor/Permitted Transferees shall not be obliged to transfer any of their Shares unless all sums owing by the company to them have been repaid in full,
- (c) the directors shall not decline to register any transfer of Shares, whether or not fully paid, nor may they suspend registration thereof where such transfer
  - (i) is to the Lead Investor's wife or widow, or
  - (ii) is to a person, bank or institution to which such Shares have been charged by way of security or to any nominee of such bank or institution (a **Secured Party**), or
  - (iii) is delivered to the company for registration by a Secured Party or its nominee in order to perfect security over the Shares, or
  - (iv) is executed by a Secured Party or its nominee pursuant to the power of sale or other power under such security
- (d) no transferor or proposed transferor of any shares in the company to a Secured Party and no Secured Party shall as transferor or proposed transferor be required to offer to the Shareholders for the time being of the company or any of them the Shares which are or to be transferred,
- (e) no Shareholder for the time being of the company shall have any right under the articles or otherwise howsoever to require Shares which are the subject of a transfer or proposed transfer referred to in article 45(3)(d) above to be transferred to them whether for consideration or not
- (f) the company shall have no lien over shares in it which are charged or mortgaged in favour of a Secured Party

**46 Compulsory Share transfers, etc**

- (1) this article the following definitions shall apply

**Departing Shareholder** means a Relevant Shareholder in relation to whom an event specified in article 46(2) has occurred

**Remaining Shareholders** means the Shareholders who are not the Departing Shareholder

**Relevant Shareholder** means any Shareholder (excluding the Lead Investor and any Permitted Transferee in relation to the Lead Investor), or a Shareholder who has transferred Shares to a Permitted Transferee under article 45, and where that Shareholder is Amanda Howard it shall be deemed to include Barry Howard, and for the purposes of article 46(2)(c) any breach by the Shareholder Bio Services CC (a close corporation registered at the

Companies and Intellectual Property Registration Office in South Africa with Enterprise Number 1986/009164/23) shall be deemed also to be a breach by Irene Finnegan, Michael Finnegan, Mark Finnegan and Tarryn Finnegan

- (2) Article 46(3) shall apply if any of the following conditions are met in relation to a Relevant Shareholder
- (a) he or she becomes incapacitated owing to ill health or injury from performing his or her functions or duties as a Director, employee or consultant (as the case may be) of any Group Company, or
  - (b) he or she dies or
  - (c) he, she or it breaches any of his, hers or its obligations under the Investment Agreement, these articles, any consultancy or employment contract with any Group Company under which he or she is bound, or any other contract or licence with any Group Company under which he, she or it is bound which is either incapable of remedy or, if capable of remedy, the breach has not been remedied to the satisfaction of the company and Lead Investor within 10 Business Days of the date of the notice by the company and/or the Lead Investor is given identifying the breach and requiring it to be remedied, or
  - (d) (in the case of a Shareholder who is an employee of any Group Company) he or she is made redundant or is determined by a competent court or tribunal to have been unfairly dismissed, or
  - (e) (in the case of a Shareholder who is an employee or director of any Group Company) he or she resigns as an employee or director (other than as a result of (a) or (b) above) or is summarily dismissed from that Group Company in accordance with the terms of his or her contract of employment or otherwise ceases to be a director of the company or his or her directorship is terminated other than pursuant to an event described in (g) below, or
  - (f) (in the case of a Shareholder who is a consultant to any Group Company) he or she terminates that consultancy (other than for reason of breach by a Group Company)(other than as a result of (a) or (b) above) or the relevant Group Company terminates his or her consultancy agreement for breach, in accordance with its terms, or
  - (g) in the case of an individual he is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984 and is disqualified from being a director but only where any transfer of Shares that may have been made by him to a Permitted Transferee is challenged, or
  - (h) in the case of a body corporate
    - (i) it proposes or enters any composition or other arrangement for the benefit of its creditors or a class of creditors, or
    - (ii) anyone takes any step towards winding it up or dissolving it except on a genuine solvent reorganisation or reconstruction, or
    - (iii) on a winding-up petition discharged within seven days of presentation and before it is advertised, or
    - (iv) anyone takes any step towards it obtaining a moratorium or other protection from its creditors, or



- (v) anyone takes any other step towards appointing a trustee, supervisor, receiver, liquidator, administrator or similar officer or other encumbrancer of it or any of its assets, or
- (vi) an event occurs which would result in a floating charge crystallising over any of its assets, or
- (vii) any person takes any step to seize or otherwise take control or possession of any of the party's assets by court order or otherwise, or
- (viii) it stops carrying on business, or
- (ix) it is unable to pay its debts, or admits it is unable to do so (and for the purposes of this paragraph, it is unable to pay its debts if one of the circumstances set out in section 123(1)(a), (b) or (e) of the Insolvency Act 1986 applies to it), or
- (x) the value of its assets are at any time less than the amount of its liabilities, taking into account its contingent and prospective liabilities, or
- (xi) any event analogous to any of the above happens in any jurisdiction, or
- (xii) it becomes controlled by a person other than one which controlled it at the date it became a party to this Agreement (for which purpose **control** shall be construed in accordance with section 450 of the Corporation Tax Act 2010)

(3) If any of the events or circumstances listed in article 46(2) shall occur

- (a) no further Shares shall be issued or required to be offered to the Departing Shareholder or to any other Shareholder who is his, hers or its Family Member or Permitted Transferee,
- (b) the Departing Shareholder and any other Shareholder who is his, hers, or its Family Member or Permitted Transferee and any Director appointed by such Departing Shareholder or any other Shareholder who is his, hers or its Family Member or Permitted Transferee shall forthwith cease to be required in order to form a quorum at meetings of Shareholders or Directors (as the case may be),
- (c) the Lead Investor may at any time in the 9 months following the event or circumstance constituting the other Shareholder a Departing Shareholder by notice in writing to the Departing Shareholder deem the Departing Shareholder and his or her Family Members and Permitted Transferees to have each given a Transfer Notice pursuant to article 47 in respect of all of the Shares held by them at a price per Share equal to
  - (i) the Transfer Value in the case of article 46(2)(a), 46(2)(b) or 46(2)(d), or
  - (ii) the lower of the Transfer Value and the Issue Price in the case of the remaining sub-paragraphs of article 46(2)
- (d) if any Shares held by the Departing Shareholder or his, hers or its Family Members or Permitted Transferees are not allocated in accordance with article 46(3)(c), such Shares shall be offered to the company and/or an employee benefit trust and/or (if agreed by a majority of the Remaining Shareholders) a new incoming shareholder at a price per Share equal to
  - (i) the Transfer Value in the case of article 46(2)(a), 46(2)(b) or 46(2)(d), or
  - (ii) the lower of the Transfer Value and the Issue Price in the case of the remaining sub-paragraphs of article 46(2),

and the Departing Shareholder and his, her or its Family Members and Permitted Transferees shall be bound to complete the transfer of such Shares to such person(s) within 15 Business Days of a Remaining Shareholder notifying the Departing Shareholder in writing under this sub-clause,

- (e) if, following the expiry of 12 months from the event or circumstance constituting a Shareholder a Departing Shareholder, its Shares and those of his, hers or its Family Members or Permitted Transferees have not been sold or disposed of under the above provisions of this Clause, then the Departing Shareholder shall retain the balance of those Shares subject to these articles, and
  - (f) save as set out in the Investment Agreement or this article or as provided in articles 47, 55 to 60 (inclusive), a Departing Shareholder and his, hers or its Family Members or Permitted Transferees may not sell or dispose of their Shares or any interest in them
- (4) Article 46(3) shall apply notwithstanding any other provision of these articles and without prejudice to any other rights of any Remaining Shareholder
  - (5) The Lead Investor may by notice signed by him remove or relax any restriction set out in article 46(3)(a), 46(3)(b) or 46(3)(d), in whole or in part
  - (6) Notwithstanding article 46(3)(c), if the events described in (f) above shall occur then the Departing Shareholder and his or her Family Members and Permitted Transferees shall be deemed to have given a Transfer Notice in respect of all of the Shares held by them at a price per Share equal to the lower of the Transfer Value and the Issue Price to the Lead Investor and only if the Lead Investor has not acquired all of such Shares within 20 Business Days of the date of the deemed Transfer Notice shall that Transfer Notice be deemed to have been given pursuant to article 47 in respect of the Shares untaken by the Lead Investor

#### **47 Voluntary Share transfers**

- (1) Except pursuant to article 45, no Shareholder may without the prior written consent of the Lead Investor voluntarily transfer less than its entire legal and beneficial interest in its entire holding of Shares
- (2) If any Shareholder wishes to transfer all or with the consent of the other Shareholders any of its Shares, or those held by its Permitted Transferee(s) (if applicable), or any interest in them, the following shall apply
  - (a) that Shareholder shall give a notice in writing to the company and the other Shareholder(s) (a **Transfer Notice**) stating the number of Shares held by it and/or its Permitted Transferee(s) (the **Vendor**) it wishes to transfer (the Offered Shares), and the particulars of (including the price offered by) the person (the Intended Transferee) to whom it wishes to transfer those Shares and any other terms applicable to such intended transfer. Once a Transfer Notice is issued it shall not be revocable,
  - (b) the Offered Shares shall be offered in writing to the other Shareholder(s) (the **Offeree Shareholder(s)**) (provided that if there is more than one Offeree Shareholder then the Offered Shares shall be offered to each of them (other than any Permitted Transferee of the Vendor to whom no offer shall be made) pro-rata to their existing holdings of Ordinary Shares) immediately after the agreement or calculation of their price,
  - (c) the price per Share of the Offered Shares shall be the price offered by the Intended Transferee or if there is no Intended Transferee as agreed between the Shareholders or, failing such agreement within 15 Business Days of the date of the Transfer Notice, the Transfer Value,

- (d) the Offeree Shareholder(s) shall have 20 Business Days from the date of the offer (the Offer Period) to decide and notify the company in writing of the maximum number (if any) of Offered Shares which it wishes to purchase (which if there is more than one Offeree Shareholder may be greater than the number of Offered Shares which were offered to it),
- (e) each Offeree Shareholder shall initially be allocated such number of Offered Shares as is the lesser of
  - (i) the number of Offered Shares that were offered to it, and
  - (ii) the maximum number of Offered Shares that it wished to purchase

Such allocation shall take place within 5 Business Days of the expiration of the period of 20 Business Days referred to in (e) above or if the Offeree Shareholders shall have given the notification referred to in (e) above before then, within 5 Business Days of the date upon which the last to be received of all required notifications has been received, and the Offer Period shall be deemed correspondingly reduced

If after such initial allocation there remain any Offered Shares that have not been allocated (the Unclaimed Shares) then such Shares shall be allocated to each Offeree Shareholder who wished to purchase more Offered Shares than were offered to it (an Acquiring Shareholder) but so that no Acquiring Shareholder shall be required to purchase more than the maximum number of Offered Shares that it wished to purchase. If there are insufficient Unclaimed Shares to satisfy in full the wishes of each Acquiring Shareholder then the Unclaimed Shares shall be allocated to the Acquiring Shareholders as nearly as may be possible to their existing holdings of Ordinary Shares but so that no Acquiring Shareholder shall be required to purchase more than the maximum number of Offered Shares that it wished to purchase

- (f) if following the procedure set out in this article there remain any Offered Shares that have not been allocated, the Vendor may sell such Shares to the Intended Transferee at the price and on the terms set out in the Transfer Notice,
- (g) the sale and purchase of the Offered Shares shall be completed within 10 Business Days after the expiry of the Offer Period,
- (h) completion of the sale and purchase of the Offered Shares shall take place at the registered office of the company or some other place in England as the company may agree with the Intended Transferee or Offeree Shareholder (as appropriate, the Purchaser) whereupon
  - (i) the Vendor shall deliver to the Purchaser a duly executed transfer or transfers in favour of the Purchaser together with the share certificates for the Offered Shares,
  - (ii) the Purchaser shall, subject to compliance by the Vendor with its obligations under this article 47(2)(h), pay the price of the Shares to the Vendor in cleared funds and for value on completion,
  - (iii) the Shareholders shall each exercise their rights so as to enable the transfer(s) to be registered,
  - (iv) the Vendor shall do all such other things and execute all such other documents as the Purchaser may reasonably require to give effect to the sale and purchase of the Offered Shares, and
  - (v) at the request of the Purchaser, the Vendor shall procure the removal of all the directors appointed by it (or its predecessors in title to the Offered Shares)

and shall indemnify and hold harmless the company in respect of any liability for compensation for loss of office or otherwise arising from their removal

**48 Authority to complete transfers**

- (1) If any Departing Shareholder or any Vendor or any Dragged Shareholder under articles 57 to 60 (inclusive) fails to execute the relevant documents necessary to effect a sale or transfer or accept an offer required or agreed under this article, articles 57 to 60 (inclusive) within 5 Business Days of the required date under this article, articles 57 to 60 (inclusive), the other Shareholder (or if there is more than one other Shareholder, any of them) may act (and such Departing Shareholder or Vendor or Dragged Shareholder hereby appoints each director) by way of security for the performance of its obligations under this article, articles 57 to 60 (inclusive) to act as its attorney on its behalf to do all things and execute all documents necessary to effect such transfer or sale or offer. The company may act as the agent of any Departing Shareholder or any Vendor or any Dragged Shareholder or to give a good receipt for any consideration payable and shall hold such consideration on trust for such Shareholder

**49 Transfers conditional on transferee's agreement**

- (1) The directors may, as a condition to the registration of any transfer, require that the transferee enters into a shareholders' agreement with the other Shareholders on the same terms as apply to the Shareholders in relation to the Shares immediately before the transfer

**50 Directors' right to verify transfers**

- (1) In order to verify that a transfer of Shares is a Permitted Transfer or whether circumstances have arisen whereby article 46(2) or articles 55 and 56 would apply any director may from time to time require any Shareholder or any person named as transferee in any Transfer Notice to give the company such information and evidence as the directors reasonably require and may refuse to register a relevant transfer until the information is provided in a form reasonably satisfactory to the directors

**51 Registration of transfer**

- (1) Subject to article 51(2) the directors
- (a) must register any duly stamped transfer made in compliance with articles 45 to 50 (inclusive), and
  - (b) may not register any transfer of Shares which has not been made in compliance with articles 45 to 50 (inclusive)
- (2) The directors may refuse to register the transfer of any Share
- (a) on which the company has a lien,
  - (b) unless the transfer is accompanied by the relevant share certificate or an indemnity in such form as the directors may reasonably require

**52 Transfer Value**

- (1) Subject to article 52(2), the Transfer Value shall be calculated by reference to the net asset value as shown by the Company's latest filed statutory accounts as follows

$$\text{Transfer Value} = \text{NAV} \times (\text{A divided by B})$$

Where

NAV = the company's net asset value as shown by its latest filed statutory accounts

A = the number of Shares held by the Departing Shareholder

B = the total number of Shares in issue

Provided that if the NAV is less than £1 then the Transfer Value in the case of article 46(2)(a), 46(2)(b) or 46(2)(d) shall be the Issue Price

- (2) The Lead Investor or his/her personal representatives may in his or their absolute discretion by notice to the Company elect that the Transfer Value shall be calculated by the company's auditors on the basis of the following assumptions
- (i) the entire issued share capital of the company is being sold as between a willing buyer and a willing seller by arm's length private treaty for cash payable in full on completion,
  - (ii) without any deduction to recognise the fact that less than 100% of the company's issued share capital is being sold, and
  - (iii) the company is carrying on business as a going concern and that it will

### **53 Determination of Transfer Value**

- (1) Where article 52(1) applies, the Transfer Value shall be calculated by the Lead Investor and evidenced by notice in writing to the company attaching both a copy of the latest filed statutory accounts and the calculation in accordance with the formula referred to in article 52(1) In the absence of manifest error, such calculation shall be final and binding on the parties
- (2) Where article 52(1)(a) applies, the Transfer Value shall be calculated by the company's auditors acting as experts and not arbitrators Its decision shall be final and binding on the parties and its costs shall be borne as it shall direct unless the Transfer Value is calculated pursuant to article 46(3)(c) in which case they shall be borne by the Departing Shareholder

### **54 Distributions to be deducted from price**

- (1) Save to the extent taken into account in calculating the Transfer Value or the price agreed for the transfer under article 47, any dividend or other distribution declared or made on or after the date of such calculation or agreement and which is to be retained by the Vendor shall be deducted from the Transfer Value or price agreed under article 47

### **Tag-along rights**

### **55 When tag-along right arises**

- (1) Subject to compliance with article 47, if a Shareholder (**Proposed Transferor**) wishes to transfer all of his her or its Shares or any interest in them to a third party and if, as a result of the transfer, the transferee and its Associates or those acting in concert with it within the meaning of the City Code on Takeovers and Mergers would collectively hold more than 50 per cent of the votes which may be cast on a poll at a general meeting of the company the tag-along right in this article arises

### **56 Effect of tag-along right**

- (1) Where the tag-along right arises the Proposed Transferor may not transfer any of its Shares or any interest in them unless, at least 10 Business Days before the date of the agreement to transfer, the transferee shall have made a written offer (an **Offer**) to the other Shareholders (the **Offeree**) to purchase all of their Shares at the same price per Share (and otherwise on materially the same terms, always taking into account the relative differences in the status, relationship and level of day to day involvement with the company and other interests outside of the company) as the proposed sale of Shares by the Proposed Transferor The Offer shall be open for acceptance by the Offeree for not less than 15 Business Days and, if accepted,

the sale of all of the Offeree's Shares shall be completed simultaneously with the completion of the sale of the Proposed Transferor's Shares

### **Drag-along rights**

#### **57 When drag-along right arises**

- (1) If a third party (a **Buyer**) shall make a bona fide arm's length offer to acquire all the Ordinary Shares upon terms and conditions which a holder or holders of more than 50 per cent of the votes which may be cast on a poll at a general meeting of the company (and which shall include the Lead Investor) (the **Acceptor**) wishes to accept then the drag-along right in this article arises

#### **58 Effect of drag-along right**

- (1) When the drag-along right arises the Acceptor may by written notice (a **Drag Along Notice**) to the other Shareholders (the **Dragged Shareholders**) require the Dragged Shareholders to sell their Shares for the price per Share calculated in accordance with article 59 and otherwise on materially the same terms as the Acceptor ( and always taking into account the relative differences in the status, relationship and level of day to day involvement with the company and other interests outside of the company) to the Buyer simultaneously with completion of the sale of the Acceptors' Shares to the Buyer

#### **59 Consideration**

- (1) Written notice from the Acceptor under this article shall oblige the Dragged Shareholder to deliver up to the Buyer an executed transfer of their Shares and the certificates for the same and to sign and execute all other relevant documents in connection with the sale against payment of the price of their Shares
- (2) The expression "price per Share" shall take into account any and all other benefits receivable that can reasonably be regarded as part of the price payable in respect of the Shares in question

#### **60 Pre-emption right not overridden by drag-along right**

- (1) This article shall only apply after the rights of Shareholders to acquire the relevant Shares under article 47 have been exhausted

### **Consolidation of shares**

#### **61 Procedure for disposing of fractions of shares**

- (1) This article applies where
  - (a) there has been a consolidation or division of shares, and
  - (b) as a result, shareholders are entitled to fractions of shares
- (2) The directors may
  - (a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,
  - (b) in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - (c) distribute the net proceeds of sale in due proportion among the holders of the shares

- (3) Where any shareholder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- (4) The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (5) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

### **Dividends and other distributions**

#### **62 Procedure for declaring dividends**

- (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- (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
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- (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
- (5) 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
- (6) 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

#### **63 Calculation of dividends**

- (1) Except as otherwise provided by the articles or the rights attached to shares, all dividends must be
  - (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
  - (b) 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
- (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
- (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

#### **64 Payment of dividends and other distributions**

- (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
  - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

- (b) 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,
  - (c) 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
  - (d) 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
- (2) In the articles, **the distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable
- (a) the holder of the share, or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

## **65 Deductions from distributions in respect of sums owed to the company**

- (1) If
- (a) a share is subject to the company's lien, and
  - (b) 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 or otherwise to the extent that they are entitled to require payment under a lien enforcement notice
- (2) Money so deducted must be used to pay any of the sums payable in respect of that share or otherwise
- (3) The company must notify the distribution recipient in writing of
- (a) the fact and amount of any such deduction,
  - (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
  - (c) how the money deducted has been applied

## **66 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

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company



## **67 Unclaimed distributions**

- (1) All dividends or other sums which are
  - (a) payable in respect of shares, and
  - (b) 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
- (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
- (3) If
  - (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
  - (b) 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

## **68 Non-cash distributions**

- (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)
- (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
  - (a) fixing the value of any assets,
  - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
  - (c) vesting any assets in trustees

## **69 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

- (a) the share has more than one holder, or
- (b) 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

## **Capitalisation of profits**

## **70 Authority to capitalise and appropriation of capitalised sums**

- (1) Subject to the articles, the directors may, if they are so authorised by a special resolution

- (a) 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
  - (b) 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
- (2) Capitalised sums must be applied
  - (a) on behalf of the persons entitled, and
  - (b) in the same proportions as a dividend would have been distributed to them
- (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
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied
  - (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled
  - (b) 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
- (5) Subject to the articles the directors may
  - (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another,
  - (b) 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
  - (c) 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

## **Part 4**

### **Decision-making by shareholders**

#### **Organisation of general meetings**

#### **71 Attendance and speaking at general meetings**

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

- (c) 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
- (2) 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
- (3) 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
- (4) 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

## **72 Quorum for general meetings**

No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum at any general meeting shall (subject to article 46(3)(b)) be two qualifying persons including the Lead Investor present at the meeting shall be a quorum

## **73 Chairing general meetings**

- (1) The chairman shall chair general meetings

## **74 Attendance and speaking by directors and non-shareholders**

- (1) Directors may attend and speak at general meetings, whether or not they are shareholders
- (2) The chairman of the meeting may permit other persons who are not
  - (a) shareholders of the company, or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

## **75 Adjournment**

- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it to a place and time not less than three Business Days later. If
  - (a) at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, or
  - (b) during the adjourned meeting a quorum ceases to be present,
 the qualifying person or qualifying persons one of whom must be the Lead Investor, or his validly appointed proxy, present shall be a quorum and shall transact the business of the meeting
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if
  - (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (4) When adjourning a general meeting, the chairman of the meeting must
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (5) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

### **Voting at general meetings**

#### **76 Voting general**

- (1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles
- (2) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have

#### **77 Errors and disputes**

- (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
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

#### **78 Poll votes**

- (1) A poll on a resolution may be demanded
  - (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (2) A poll may be demanded by
  - (a) the chairman of the meeting,
  - (b) the directors, or
  - (c) any qualifying person present and entitled to vote at the meeting
- (3) A demand for a poll may be withdrawn if
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal

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

- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **79 Content of proxy notices**

- (1) Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which
  - (a) states the name and address of the shareholder appointing the proxy,
  - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
  - (d) is delivered not less than 24 hours before the time appointed for general meeting or adjourned meeting to which it relates to the company in accordance with the articles and any instructions contained in the relevant notice of the general meeting

A proxy 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

- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (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
- (4) Unless a proxy notice indicates otherwise, it must be treated as
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

## **80 Delivery of proxy notices**

- (1) Any notice of a general meeting must specify the address or addresses at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- (2) 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
- (3) 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
- (4) 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
- (5) 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

## **81 Amendments to resolutions**

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

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

## **82 No voting of shares on which money owed to company**

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all calls or other sums presently payable to the company in respect of that share have been paid

### **Application of rules to class meetings**

## **83 Class meetings**

The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares

## **Part 5**

### **Administrative arrangements**

## **84 Company secretary**

The directors may 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 any secretary so appointed may be removed by the directors

## **85 Means of communication to be used**

- (1) Subject to the articles, anything sent or supplied by or to the company under the articles or by or to any shareholder or director may be sent or supplied in any way in which the Companies Acts 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
- (2) Subject to the Act, the company may send or supply documents or information to shareholders electronically and/or by making them available on a website
- (3) 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

## **86 Deemed receipt of documents and information**

- (1) Where the company sends a document or information by post (whether in hard copy or electronic form) and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient
  - (a) 48 hours after it was posted, if posted by first class post to an address in the United Kingdom, and
  - (b) on the fifth working day after it was posted, if posted by international signed for post to an address outside the United Kingdom
- (2) Where the company sends or supplies a document or information by electronic means and the company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 24 hours after it was sent
- (3) Where the company sends or supplies a document or information by means of a website, it is deemed to have been received by the intended recipient
  - (a) when the material was first made available on the website, or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- (4) Where the company sends or supplies a document or information that is delivered in person, it is deemed to have been received by the intended recipient at the time of delivery
- (5) In calculating a period of hours for the purposes of this regulation, no account is to be taken of any part of a day that is not a working day
- (6) 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

## **87 Company seals**

- (1) Any common seal may only be used by the authority of the directors
- (2) The directors may decide by what means and in what form any common seal is to be used
- (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
- (4) For the purposes of this article, an authorised person is
  - (a) any director of the company,
  - (b) the company secretary (if any), or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

## **88 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

## 89 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

## Indemnity and insurance

### 90 Indemnity

(1) Subject to paragraph (2) the company may indemnify

- (a) any relevant director or any relevant secretary against any liability incurred by or attaching to that person in the actual or purported execution or discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office,
- (b) any relevant director against any liability incurred by him in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Acts)

Where a director or any secretary is indemnified against a liability in accordance with this article, the indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him

(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

(3) Subject to the Companies Acts, the company may

- (a) provide a relevant director and any relevant secretary with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the Companies Acts or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the Companies Acts, and
- (b) may do anything to enable that person to avoid incurring such expenditure,

but so that, in the case of a director, the terms set out in section 205(2) of the Companies Acts shall apply to any such provision of funds or other things done

(4) In this article

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

### 91 Insurance

(1) Except to the extent prohibited or restricted by any provision of the Companies Acts or by any other provision of law, the directors may purchase and maintain, at the expense of the company, insurance against any relevant liability for the benefit of any person who is or has at any time been a relevant officer

(2) In this article



- (a) relevant officer means
  - (i) a director or secretary or employee of the company or an associated company or of any predecessor in business of the company or an associated company, or
  - (ii) a trustee of any employees' share scheme, pension fund or retirement, death or disability scheme for the benefit of any employee of the company or associated company or of any predecessor in business of the company or an associated company,
- (b) **relevant liability** means any liability incurred by a relevant officer in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purposed exercise of his powers or otherwise as a relevant officer,
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate