

**MOUNT ANVIL NEW HOLDINGS LIMITED**

**(Registered No: 07209710)**

**(the "Company")**

Date of Circulation: 1 October 2019 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following resolution be passed as a special resolution (the "Resolution") by way of a written resolution of the Company.

**SPECIAL RESOLUTION**

"**THAT** with effect from the date of passing of this Resolution, the draft articles of association of the Company appended to these Resolutions be adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company."



**M DICKSON MINTO**

**The Companies Act 2006  
Private Company Limited by Shares**

**ARTICLES OF ASSOCIATION**

**of**

**MOUNT ANVIL NEW HOLDINGS LIMITED**

**(adopted by Special Resolution on 1 October 2019)**

ETA

INITIALED BY DIRECTOR (EA)

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No. 07209710

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY**

**LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**MOUNT ANVIL NEW HOLDINGS LIMITED**

**(adopted by Special Resolution passed on 1 October 2019)**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. In these Articles, unless the context otherwise requires:**

**A Share** means an A Share of £1 in the capital of the Company

**acting in concert** has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the date of adoption of these Articles

**B Share** means a B Share of £1 in the capital of the Company

**Board** means the board of directors of the Company, as from time to time constituted

**Business Day** means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays)

**CA 2006** means the Companies Act 2006

**Chairman** means the chairman of the Board from time to time

**Change of Control** means the acquisition whether by purchase, transfer, renunciation or otherwise by any Third Party Buyer of any interest in any shares if, upon completion of that acquisition, the Third Party Buyer, together with persons acting in concert or connected with him (excluding any person who was an original party to the Shareholders Agreement or any Permitted Transferee (as defined in the Shareholders Agreement) of such person), would

control the Company and for the purposes of this definition, "control" has the meaning given to it in section 450 of the Corporation Tax Act 2010 and "acting in concert" has the meaning given to it in the City Code on Takeovers and Mergers

**Company Communication Provisions** means the company communication provisions in the CA 2006 (being the provisions at sections 1144 to 1148 of and Schedules 4 and 5 to that Act)

**connected with** has the meaning ascribed to it in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that act would so require

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

**Equity Shares** means the A Shares and the B Shares for the time being in issue

**Group** means the Company and all its subsidiaries and subsidiary undertakings for the time being and **member of the Group** shall be construed accordingly

**Issue Price** means the amount paid up or credited as paid up on the shares concerned (including any premium)

**Listing** means either:

- (a) the admission by the UK Listing Authority to listing, together with admission by the London Stock Exchange to trading, on the Official List of any of the issued equity share capital of the Company, and such admission becoming effective or
- (b) the admission by the London Stock Exchange of any of the issued equity share capital of the Company to trading on AIM, and such admission becoming effective or
- (c) any equivalent admission to any other Recognised Investment Exchange becoming unconditionally effective in relation to any of the issued equity share capital of the Company

**Listing Shares** means the issued equity share capital of the Company (excluding any equity share capital to be subscribed and issued on such Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of shares)

**Listing Value** means, in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the financial advisers to the Company or, if none, the broker appointed by the Board to advise in connection with the Listing

**Member** means any registered holder of a Share for the time being

**member of the same group** means, in relation to a particular Member that is a body corporate, any subsidiary or holding company of that Member, or a subsidiary of such a holding company

**Model Articles** means the model articles for private companies limited by shares prescribed by Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (including any amendments thereto) as in force on the date on which these articles become part of the constitution of the Company

**Permitted Share Issue** means an issue of Shares or Instruments convertible into Shares by the Company which complies with the requirements of Articles 9.3 and 9.4

**Preference Shares** means the Preference Shares of £1 each in the capital of the Company

**Realisation** means a Sale, a Listing or a Winding Up

**Recognised Investment Exchange** shall have the meaning ascribed to it in section 285(1)(a) of the Financial Services and Markets Act 2000

**Sale** means the making of one or more agreements (whether conditional or not but which agreement(s) become(s) unconditional) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition disposal shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or of voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement

**Shareholders Agreement** means any shareholders agreement entered into or to be entered into between Mount Anvil Group Limited, the Company and Hammer B.V. relating to the Company as the same may be amended, varied, supplemented or superseded from time to time

**Shares** means shares of any class in the capital of the Company

**Third Party Buyer** means any person not a member of the Company as at the date of the application of this definition

**UK Listing Authority** means the Financial Services Authority or its successors as the competent authority for listing in the United Kingdom under Part VI of the Financial Services and Markets Act 2000

**Valuers** means a firm of chartered accountants agreed between the Members (or, in default of such agreement within 10 Business Days after the first name being proposed by a Member, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any Member)

**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).

- 1.2. A reference in these Articles to a numbered regulation is to the article so numbered in the Model Articles.

- 1.3. In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.4. Words and expressions defined in or for the purposes of the CA 2006 or the Model Articles shall, unless the context otherwise requires, have the same meaning in these Articles.
- 1.5. The headings in these Articles shall not affect their construction or interpretation.
- 1.6. Whenever under these Articles it is desired or necessary for any two or more persons to give any notice, consent or approval in writing, the same may be done by them executing two or more documents either in identical form or adapted only for execution.
- 1.7. The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Articles or otherwise arising between the Company and any of its members (or any former member or any person claiming title or interest under or by virtue of any member or former member) (each a Disputant) relating in any way to the past or present or alleged membership of the Company or otherwise under the Articles of Association for the time being of the Company or under the CA 2006 (a Dispute), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity.
- 1.8. The Company and each Disputant agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.
- 1.9. Notwithstanding Article 1.7 and Article 1.8, this Article does not prevent the Company from taking proceedings relating to a Dispute (Proceedings) in any other courts with jurisdiction. To the extent allowed by law, the Company may take concurrent Proceedings in any number of jurisdictions.

## **2. APPLICATION OF THE MODEL ARTICLES ETC**

- 2.1. These Articles and the regulations of the Model Articles (subject to any modifications set out in these Articles and, in particular, in Article 26) shall constitute all the articles of association of the Company.
- 2.2. Regulations 8, 14(1) to 14(5) (inclusive), 19(3)(b), 21, 26(1), 26(5), 41(1), 44(2) to 44(4) (inclusive), 52 and 53 do not apply to the Company.

## **3. SHARE CAPITAL**

- 3.1. 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 of these Articles 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.
- 3.2. Save as specified to the contrary in these Articles, the A Shares and the B Shares shall rank pari passu in all respects and the A Shares, the B Shares and the Preference Shares shall constitute separate classes of shares.

#### **4. DIVIDENDS**

- 4.1. Out of the profits lawfully available for distribution and resolved to be distributed, the holders of the A Shares shall be entitled in priority to any payment of dividend to the holders of any other class of ordinary shares to be paid a dividend in the aggregate total sum of £5,008,373 (the "priority dividend"). The priority dividend shall be payable (in whole or part) in such manner and in such times as the Company shall from time to time determine. Payments of priority dividends shall be made to holders of A Shares on the register at such date as the relevant priority dividend is paid.
- 4.2. From such time as the priority dividend has been paid in full, any dividend declared in respect of the A Shares and the B Shares shall be distributed *pari passu* amongst the holders of the A Shares and the holders of the B Shares as if they were Shares of the same class.
- 4.3. The holders of the Preference Shares shall not be entitled to receive any dividend.

#### **5. RETURN OF CAPITAL AND REDEMPTION OF PREFERENCE SHARES**

- 5.1. On a return of capital whether on liquidation or capital reduction or otherwise (other than a redemption or purchase of shares made in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities shall be applied as if they were the proceeds from a Realisation under Article 7.
- 5.2.
- 5.2.1. The Company shall redeem the Preference Shares in such number and in such manner and in such times as the Company shall from time to time determine;
- 5.2.2. the Company shall redeem all the Preference Shares then in issue immediately prior to, and conditionally upon, the occurrence of any of the following:
- (a) a Realisation; or
  - (b) (unless the holders of the Preference Shares for the time being otherwise agree) the appointment of a receiver, manager or administrative receiver over all or any part of the assets of any member of the Group or the appointment of a liquidator or administrator (whether or not out of court) over any member of the Group; and
- 5.2.3. the Company shall pay on each of the Preference Shares so redeemed, as a debt of the Company, the sum equal to £1 per Preference Share.
- 5.3. Upon any redemption of Preference Shares, the Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of the Preference Shares which are to be redeemed the amount payable in respect of such redemption. Upon receipt of that amount, the holder shall deliver to the Company for cancellation the certificate(s) for those Preference Shares or an indemnity in form reasonably satisfactory to the Company in respect of any missing share certificate. If any share certificate delivered to the Company includes any Preference Shares not redeemable at that time, the Company shall forthwith issue to the holder at the same



time a fresh certificate for the balance of the shares not redeemed without charge. Any redemption of Preference Shares under this Article 5 shall take place at the registered office of the Company.

- 5.4. In the case of a redemption of less than all the Preference Shares for the time being in issue, the Company shall redeem the same proportion (as nearly as practicable) of each Member's registered holdings of Preference Shares, any fractions otherwise arising to be determined (in the absence of agreement between such Members) by lot supervised by the Board.
- 5.5. If the Company is permitted by the CA 2006 to redeem only some of the Preference Shares that would otherwise fall to be redeemed at any time, the Company shall only redeem that number of such Preference Shares that it can so redeem at that time. The Company shall redeem, as soon thereafter as it may do so, all the remaining Preference Shares so to be redeemed, and pending such redemption, shall not pay any dividend on any other class of Shares but without prejudice to the accrual of such dividend(s) or any consequence under these Articles of the late payment of the same.
- 5.6. If any Member whose Preference Shares are liable to be redeemed under this Article 5 fails to deliver to the Company the documents referred to in Article 5.3, the Company shall retain the redemption money on trust for that Member (but without obligation to invest or earn or pay interest in respect of the same) until it receives those documents. The Company shall then pay the redemption money to the relevant Member upon receipt of those documents.

## **6. VOTING**

- 6.1. Each holder of an A Share or B Share (as the case may be) shall be entitled to receive notice of, and each holder of an A Share or B Share shall be entitled to attend and vote at, general meetings of the Company as if they were Shares of the same class; on a show of hands every holder of an A Share or B Share (as the case may be) who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of an A Share or B Share (as the case may be) so present in person or by proxy shall have one vote for each A Share or B Share held by him.
- 6.2. The Preference Shares shall not entitle their holders to receive notice of a general meeting of or to attend, speak or vote at it.
- 6.3. The Preference Shares shall not entitle their holders to receive, or to exercise voting rights in respect of, any written resolution of the Company.

## **7. PROVISIONS ON REALISATION**

- 7.1. On a Realisation, the provisions of this Article 7 shall apply to determine the allocation of the proceeds of such Realisation.
- 7.2. On a Sale or Winding Up, the proceeds from the Sale or Winding Up as the case may be (Proceeds) shall (unless otherwise agreed by the Members) be paid by all Members into a joint account at such branch of such UK clearing bank as may be nominated by the Board

immediately prior to the Sale or Winding Up and such Proceeds shall be allocated and paid out as follows:

- 7.2.1. first in paying to each Member holding Preference Shares not yet redeemed an amount equal to the Issue Price of such shares;
  - 7.2.2. second in dividing the surplus (if any) between the Members holding A Shares, and the Members holding B Shares (in each case pro rata as between such holders to their respective holdings of the relevant classes as if such Shares constituted a single class).
- 7.3. Immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Board may reasonably specify, to ensure that the Listing Value is allocated between the Members in the same proportions as the preceding provisions of this Article 7 would provide on a Sale or Winding Up at that Listing Value.
- 7.4. In the event of a Sale occurring where the whole or any part of the Proceeds are to be received by the Members in a form other than cash, the Members shall enter into such arrangements in relation to such Proceeds as they may agree or, in default of such agreement, as the Board may reasonably specify, to ensure that such non-cash consideration is allocated amongst the holders of Equity Shares so as to achieve the same commercial effect as would be the case pursuant to Article 7.2 if such consideration had actually been received in cash (and as between such holders of Equity Shares, such non-cash consideration shall be apportioned between the different classes of Equity Shares in the same proportions as those proportions in which they are entitled to receive the overall Proceeds, unless the Members holding Equity Shares should reach any agreement to the contrary).
- 7.5. In the event that the application of any provision of this Article 7 cannot be agreed between the Members, any such matters in dispute shall be referred by the Board to the Valuers whose costs shall be borne by the Members in such proportions as the Valuers may determine having regard to the conduct of the Members and the merits of their arguments in relation to the matter(s) in dispute (or in the absence of such determination, shall be borne by the Members pro rata to their respective holdings of Equity Shares) and whose decision shall be final and binding on all Members (save in the case of manifest error).
- 7.6. For the purposes of this Article 7, where any agreement is required to be reached as between the Members, then the agreement of the holders of over 50% (by reference to nominal value) of any one class of shares for the time being in issue shall be binding on all of the holders of shares in such class.
- 8. **VARIATION OF CLASS RIGHTS**
  - 8.1. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise. All the provisions of these Articles relating to general meetings of

the Company shall apply to every such separate meeting (with such amendments as may be necessary to give such provisions efficacy).

- 8.2. Any creation of a new class of shares for the purpose of a Permitted Share Issue shall not constitute a variation or abrogation of rights attached to other classes of Shares for the purposes of Article 8.1 or otherwise, providing that the provisions of Article 9 are complied with.

## **9. ISSUE OF SHARES**

- 9.1. Subject to the CA 2006, the directors may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms in such manner and at such times as they may determine.

- 9.2. The directors of the Company are hereby authorised pursuant to section 551 of the CA 2006 generally and unconditionally to exercise all the powers of the Company to allot shares in the capital of the Company and to grant rights to subscribe for or to convert any security into such shares (**Allotment Rights**), but so that:

9.2.1. this authority shall expire on the day immediately preceding the fifth anniversary of the date of the resolution adopting these Articles; and

9.2.2. the maximum amount of shares that may be allotted or made the subject of Allotment Rights under this authority are shares which (when aggregated with each share already in issue on the adoption of these Articles) have an aggregate nominal value equal to £4,500,000.

This authority revokes all (if any) prior unexercised authorities vested in the Board to allot shares or to grant Allotment Rights.

- 9.3. Any new shares or other equity securities or shares to be issued which are subject to the provisions of Section 561 and 562 of the Act (**New Shares**) or any rights to or in respect thereof shall not be allotted or issued to any person unless the Company has, in the first instance offered such New Shares to all holders of Equity Shares on a pro rata basis on the terms that, in case of competition, the New Shares shall be allotted to the acceptors of any such offer in proportion (as nearly as may be without involving fractions or increasing the number allotted to any Member beyond that applied for by him) to their existing holdings of Equity Shares. Such offer:

9.3.1. shall stipulate a time not exceeding 14 days within which it must be accepted or in default will lapse; and

9.3.2. may stipulate that any Members who desire to subscribe for a number of New Shares in excess of the proportion to which each Member is entitled shall in their acceptance state how many excess New Shares they wish to subscribe for and any shares not accepted by other Members shall be used for satisfying the requests for excess New Shares pro rata to the existing shares respectively held by such Members accepting such subscription and making such requests and,

thereafter, such New Shares shall be offered to any other person at the same price and on the same terms as the offer to Members.

- 9.4. Any New Shares may be offered to the holders of the Equity Shares on the basis that each New Share offered shall on allotment or issue be of the same class or classes (pro rata, or as nearly as may be without involving fractions) as their existing holding of Equity Shares.
- 9.5. Where the Board proposes to make a rights issue in accordance with this Article 9 it may under the terms of such rights issue permit the Company to allot shares or equity securities in response to an acceptance received before the period for responding shall have expired and regardless of whether any other Member shall yet have responded to the offer. The Board may allot shares accordingly.
- 9.6. To avoid doubt nothing in this Article 9 shall confer on any person any right or expectation to receive any pre-emptive or other offer of new shares or equity securities.

**10. Transfer of shares**

- 10.1. Subject to the provisions of any Shareholders Agreement and Article 10.2 below, no Share (or any interest therein) may be transferred or disposed of and the directors shall not register the transfer of any Share unless such transfer or disposal is made in accordance with the prior written agreement, or with the prior written consent, of the remaining Members.

10.2. Notwithstanding anything contained in these Articles:

- (a) the directors shall not decline to register any transfer of shares, nor may they suspend such registration thereof;
- (b) no holder of shares in the Company will be required to comply with any provision of these Articles which restricts the transfer of shares or which requires any shares to be first offered to all of any current shareholders of the Company before any transfer may take place; and
- (c) no holder of shares in the Company will have any right under these Articles, the Shareholders Agreement or otherwise to require such shares to be transferred to them whether for consideration or otherwise,

where a transfer of shares:

- (d) is being made to any Secured Party; or
- (e) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
- (f) is executed by a Secured Party whether pursuant to a power of sale under such security or otherwise.

- 10.3. Notwithstanding anything contained in these Articles, the directors (or director if there is only one) of the Company may not exercise its rights of lien over shares that have been mortgaged, charged or pledged by way of security to any Secured Party.

For the purposes of this Article 10, "Secured Party" means any bank, financial institution, trust, fund or other entity or person to which a security interest has been granted over the shares in the Company, or any agent, security agent, nominee, receiver or other entity acting on its behalf.

## **11. PROCEEDINGS AT GENERAL MEETINGS AND ADJOURNMENT**

- 11.1. Any member having the right to vote at the meeting may demand a poll at a general meeting.
- 11.2. If within ten minutes from the time appointed for a general meeting a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the request of the Members in accordance with the CA 2006, shall be dissolved; in any other case, it shall stand adjourned.
- 11.3. If a quorum is not present at any such adjourned meeting within ten minutes from the time appointed for that meeting, the meeting shall be dissolved.

## **12. POLL VOTES**

- 12.1. A poll may be demanded at any general meeting by:
  - 12.1.1. the chairman of the meeting; or
  - 12.1.2. any qualifying person (as such term is defined in section 318 of the CA 2006) present and entitled to vote at the meeting.
- 12.2. A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 12.3. Subject to these Articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs. The chairman of the meeting may appoint scrutineers (who need not be holders) and decide how and when the result of the poll is to be declared.
- 12.4. The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 12.5. A poll on the election of the chairman of the meeting or a question of adjournment must be taken immediately. All other polls must be taken within thirty days of their being demanded.
- 12.6. A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 12.7. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

- 12.8. The omission or failure by any proxy to vote in accordance with any instructions given to him by his appointor shall not invalidate any vote cast by him or any resolution passed at the general meeting concerned.

**13. NUMBER OF DIRECTORS**

The number of directors of the Company shall not be less than two and there shall be no maximum number.

**14. ALTERNATE DIRECTORS**

- 14.1. A director (other than an alternate director) may by notice in writing delivered to the Company, or in any other manner approved by the directors, appoint any person willing to act to be his alternate.

- 14.2. The appointment of an alternate director who is not already a director or alternate director:

14.2.1. shall require the approval of the directors; and

14.2.2. shall not be effective until his consent to act as a director in the form prescribed by the CA 2006 has been received by the Company.

- 14.3. If an alternate director is himself a director and/or participates in any proceeding of the directors or at any committee as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present. An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) have the same rights in relation to any decision of the directors as his appointor and in particular shall (without limitation) be entitled to receive notice of all meetings of the directors and all committees of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate director).

- 14.4. A person who is an alternate director but not a director:

14.4.1. may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

14.4.2. may participate in a unanimous decision of the directors (but only if that person's appointor is not participating).

- 14.5. A director acting as alternate director shall have a separate vote for each director for whom he acts as alternate in addition to his own, but he shall count as only one for the purpose of determining whether a quorum is present. A person (not himself a director) who acts as alternate director for more than one director shall have a separate vote for each director for whom he acts as alternate, but he shall count as only one for the purpose of determining whether a quorum is present.

- 14.6. An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified in the same way and to the same extent as a director. However, he shall not be

entitled to receive from the Company any fees for his services as alternate, except only such part (if any) of the fee payable to his appointor as such appointor may by notice to the Company direct. Subject to this Article 14, the Company shall pay to an alternate director such expenses as might properly have been paid to him if he had been a director.

14.7. Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.

14.8. An alternate director shall cease to be an alternate director:

14.8.1. if his appointor revokes his appointment by notice in writing delivered to the Company, or in any other manner approved by the directors; or

14.8.2. if his appointor ceases for any reason to be a director; or

14.8.3. if any event happens in relation to him which causes his office as director to be vacated or (if not himself a director) would do so if he were himself a director.

#### **15. ACTS OF DIRECTORS**

Subject to the provisions of CA 2006, all acts done by in any proceedings of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

#### **16. RETIREMENT OF DIRECTORS**

The directors shall not be subject to retirement by rotation. Accordingly, regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which additional directors are to retire". The last sentence of regulation 84 shall not apply to the Company.

#### **17. PROCEEDINGS OF DIRECTORS**

17.1. The quorum for the transaction of business of the Board shall be two directors.

17.2. Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group that is larger than any other group, where the Chairman then is.

17.3. A decision of the directors is taken in accordance with this Article 17.3 when all Eligible Directors indicate by any means that they share a common view on a matter.

- 17.4. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing. A proposed directors' written resolution is adopted when all the Eligible Directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it.
- 17.5. A decision may not be taken in accordance with Article 17.3 if the Eligible Directors would not have formed a quorum had the matter been proposed as a resolution at a directors' meeting.
- 17.6. Unless the context otherwise requires, reference in these Articles to any meeting of the directors (or of any committee) includes any other proceedings or process by which any decision complying with Articles 17.1 to Article 17.5 is reached.
- 17.7. This Article 17 is without prejudice to regulation 7 of the Model Articles save that the reference in that regulation to "a decision taken in accordance with article 8" shall have effect replaced by "a decision taken in accordance with Articles 17.1 to 17.5 of these Articles".
- 17.8. The Chairman shall have a second or casting vote at a meeting of the Board.

#### **18. DIRECTORS' DECLARATIONS OF INTEREST AND CONFLICT SITUATIONS**

- 18.1. A director who to his knowledge is in any way, whether directly or indirectly, interested in any actual or proposed contract, transaction or arrangement with the Company shall in the circumstances and to the extent that the same is required by the provisions of the CA 2006 declare the nature and extent of his interest in the relevant manner (or in any of the relevant manners) permitted in such circumstances. A director who has declared such an interest may (to the greatest extent permitted by law) vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest and (whether he votes or not) may be counted towards any quorum.
- 18.2. To avoid doubt and without prejudice to the generality of Article 18.1, a director shall not be precluded from voting or (whether he votes or not) from counting in the quorum on any board resolution to convene any general or class meeting or to approve and issue any written resolution of the members of the Company (or of any class) because he may benefit from or otherwise be affected by any authorisation (or the revocation of, or amendment of, any authorisation) in the context of his duty under section 175 CA 2006 which would be effected or permitted by such resolution, if passed.
- 18.3. For the purposes of section 175 CA the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these Articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a **Relevant Director**) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a **Conflict Situation**).
- 18.4. Where directors give a Conflict Authorisation under the power conferred by section 175 CA 2006:



- 18.4.1. the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded);
  - 18.4.2. the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation; and
  - 18.4.3. the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject.
- 18.5. Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to Article 18.1) provision that:
- 18.5.1. where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and/or
  - 18.5.2. the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter; and/or
  - 18.5.3. the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,
- and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under Article 18.1) as a breach by him of his duties under sections 172 to 174 CA 2006.
- 18.6. Subject to Article 18.7, authorisation is given by the members of the Company for the time being on the terms of these Articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these Articles or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group (**Group Conflict Authorisation**). The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this Article 18.7 so that the director concerned:
- 18.6.1. is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that

would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and

18.6.2. may (but shall be under no obligation to):

(a) absent himself from the discussions of, and/or the making of decisions;

(b) make arrangements not to receive documents and information,

relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 CA 2006.

18.7. A Group Conflict Authorisation given or deemed given under Article 18.7 may be revoked, varied or reduced in its scope or effect only by special resolution.

18.8. In this Article 18 **Relevant Group** comprises:

18.8.1. the Company;

18.8.2. each (if any) body corporate which is for the time being a subsidiary of the Company;

18.8.3. each (if any) body corporate of which the Company is for the time being a subsidiary (**Parent**); and

18.8.4. each (if any) body corporate (not falling within any preceding paragraph of this definition) which is for the time being a subsidiary of the Parent.

18.9.

18.9.1. Any Conflict Authorisation (whether under Article 18.3 or Article 18.6 shall (subject to any express contrary wording in its terms) be automatically deemed to extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised.

18.9.2. Nothing in this Article 18 shall relieve any director from any duty he may otherwise have to declare and to update any declaration of any interest but no failure, delay or inaccuracy in making or updating such declaration shall prejudice or invalidate any Conflict Authorisation (whether under Article 18.3 or Article 18.6.

18.10. A director is not required, by reason of being a director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with:

18.10.1. a Conflict Situation which has been authorised by the directors pursuant to article 18.3, or by the Members whether in these Articles or otherwise (subject to any terms, limits or conditions attaching to such authorisation);

- 18.10.2. being interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested;
  - 18.10.3. holding any other office or place of profit under the Company, except that of auditor, in conjunction with the office of director and acting by himself or through his firm in a professional capacity for the Company (and being entitled to remuneration as the directors may arrange, either in addition to or in lieu of any remuneration provided for by any other article); and
  - 18.10.4. being a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment.
- 18.11. The Company will not treat the receipt by the director of any profit, remuneration or other benefit referred to in Article 18.10 as a breach of duty under section 176 of the CA 2006. No such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest, profit, remuneration or other benefit.

## **19. NOTICES**

- 19.1. Any notice, document or information (including a share certificate) which is sent or supplied by the Company:
- 19.1.1. in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of twenty-four hours (or, where first class mail is not used, forty-eight hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted;
  - 19.1.2. by electronic means shall be deemed to have been received by the intended recipient twenty-four hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed; and
  - 19.1.3. by means of a website shall be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 19.2. Any accidental failure on the part of the Company to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding. This Article 19.2 shall have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information.
- 19.3. For the purposes of calculating the time when any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient for the

purposes of these articles (regardless of whether the period is expressed in hours or days) full account shall be taken of any day, and any part of a day, that is not a working day. This Article 19.3 shall have effect in place of the Company Communications Provisions regarding the calculation of the time when any such notice, document or information is deemed to have been received by the intended recipient.

## **20. INDEMNITY, INSURANCE, GRATUITIES AND PENSIONS**

### **20.1. Subject to the CA 2006, the Company:**

20.1.1. shall, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant officer out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him:

- (a) in relation to the actual or purported execution and discharge of the duties of such office; and
- (b) in relation to the Company's (or associated company's) activities in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);

20.1.2. may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure;

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

### **20.2. In this Article 20:**

20.2.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

20.2.2. a relevant officer means any director, secretary, auditor or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);

20.2.3. a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

20.3. The directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

20.4. The directors may, on behalf of the Company, exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any

other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the Company or the members for any benefit permitted by this Article 20.4 and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

## **21. SHARE CERTIFICATES, WARRANTS ETC**

The Company may in any manner permitted by the applicable provisions of Part 4 of the CA 2006 execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company.

## **22. DATA PROTECTION**

- 22.1. Each of the Members and directors of the Company (from time to time) consent to the processing of their personal data by the Company, its Members and directors (each a Recipient) for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company.
- 22.2. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a member of the same group as that Recipient (Recipient Group Companies) and to employees, directors and professional advisers of that Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Members and directors of the Company (from time to time) consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

## **23. PARTLY PAID SHARES ETC**

- 23.1. The Company has a lien (Company's Lien) over every share which is partly paid for any part of:
- 23.1.1. that Share's nominal value, and
- 23.1.2. any premium at which it was issued,
- which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.
- 23.2. The Company's lien over a share:

- 23.2.1. takes priority over any third party's interest in that share, and
- 23.2.2. extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.
- 23.3. 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.
- 23.4. Subject to the provisions of this Article 23, if:
  - 23.4.1. a lien enforcement notice has been given in respect of a share, and
  - 23.4.2. the person to whom the notice was given has failed to comply with it,the Company may sell that share in such manner as the directors decide.
- 23.5. A lien enforcement notice:
  - 23.5.1. may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - 23.5.2. must specify the share concerned;
  - 23.5.3. must require payment of the sum payable within 14 days of the notice;
  - 23.5.4. 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
  - 23.5.5. must state the Company's intention to sell the share if the notice is not complied with.
- 23.6. Where shares are sold under this Article 23:
  - 23.6.1. the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - 23.6.2. the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 23.7. 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:
  - 23.7.1. first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
  - 23.7.2. second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or 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.

23.8. A statutory declaration by a director that the declarant is a director and that a share has been sold to satisfy the company's lien on a specified date:

23.8.1. is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

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

23.9. Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a 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.

23.10. A call notice:

23.10.1. 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);

23.10.2. must state when and how any call to which it relates it is to be paid; and

23.10.3. may permit or require the call to be paid by instalments.

23.11. A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.

23.12. Before the Company has received any call due under a call notice the directors may:

23.12.1. revoke it wholly or in part, or

23.12.2. 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.

23.13. Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

23.14. Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

23.15. 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:

23.15.1. to pay calls which are not the same, or

23.15.2. to pay calls at different times.

23.16. 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):

23.16.1. on allotment;

23.16.2. on the occurrence of a particular event; or

23.16.3. on a date fixed by or in accordance with the terms of issue.

23.17. 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.

23.18. If a person is liable to pay a call and fails to do so by the call payment date:

23.18.1. the directors may issue a notice of intended forfeiture to that person, and

23.18.2. until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

23.19. For the purposes of this Article 23:

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;

the relevant rate is:

23.19.1. the rate fixed by the terms on which the share in respect of which the call is due was allotted;

23.19.2. 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

23.19.3. if no rate is fixed in either of these ways, 5 per cent per annum.

23.20. 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(2).

23.21. The directors may waive any obligation to pay interest on a call wholly or in part.

## **24. FORFEITURE AND SURRENDER**

24.1. A notice of intended forfeiture:

24.1.1. may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;



- 24.1.2. must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- 24.1.3. must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- 24.1.4. must state how the payment is to be made; and
- 24.1.5. must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 24.2. 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.
- 24.3. Subject to these Articles, the forfeiture of a share extinguishes:
  - 24.3.1. all interests in that share, and all claims and demands against the Company in respect of it, and
  - 24.3.2. all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.
- 24.4. Any share which is forfeited in accordance with these Articles:
  - 24.4.1. is deemed to have been forfeited when the directors decide that it is forfeited;
  - 24.4.2. is deemed to be the property of the company; and
  - 24.4.3. subject to Article 10 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 24.5. If a person's Shares have been forfeited:
  - 24.5.1. the Company must send that person notice that forfeiture has occurred and record it in the register of members;
  - 24.5.2. that person ceases to be a member in respect of those shares;
  - 24.5.3. that person must surrender the certificate for the shares forfeited to the Company for cancellation;
  - 24.5.4. that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 24.5.5. the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 24.6. 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.
- 24.7. 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.
- 24.8. A statutory declaration by a director that the declarant is a director and that a share has been forfeited on a specified date:
- 24.8.1. is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- 24.8.2. subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 24.9. 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.
- 24.10. 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:
- 24.10.1. was, or would have become, payable, and
- 24.10.2. had not, when that share was forfeited, been paid by that person in respect of that share,
- 24.10.3. 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.
- 24.11. A member may surrender any share:
- 24.11.1. in respect of which the directors may issue a notice of intended forfeiture;
- 24.11.2. which the directors may forfeit; or
- 24.11.3. which has been forfeited.
- 24.12. The directors may accept the surrender of any such share.
- 24.13. The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 24.14. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.
- 25. ISSUE OF SHARE WARRANTS**
- 25.1. The directors may issue a share warrant in respect of any fully paid Share.

25.2. Share warrants must be issued in such form and executed in such manner as the directors decide.

25.3. Subject to the conditions on which the warrants are issued from time to time, bearers of share warrants have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants.

**26. MISCELLANEOUS AMENDMENTS TO MODEL ARTICLES**

26.1. The words "make any rule" in regulation 16 shall be deleted and substituted with the words "make, vary, relax or repeal any rule".

26.2. In regulation 18(f), the words "as a director" shall be included after the words "the director is resigning".

26.3. Regulation 19(3) shall be amended by the deletion of the word "and" at the end of regulation 19(3)(a).

26.4. Regulation 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

26.5. In regulation 24(2)(c), the words "that the shares are fully paid" shall be substituted with the words "the amounts paid up on them".

26.6. In regulation 25(2)(c), the words "payment of a reasonable fee as the directors decide" shall be substituted with the words "payment of reasonable expenses".

26.7. Regulation 29 shall be amended by the insertion of the words ", or the name of any person nominated under regulation 27(2)," after the words "the transmittee's name".