

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

WPC 2 LIMITED

MACFARLANES

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by special resolution passed

2011)

- of -

WPC 2 LIMITED

(the "Company")

1 Application of model articles

- 1.1 The model articles of association for private companies contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (called "**Model Articles**" in these Articles) shall apply to the Company save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 Model articles 44, 48, 52 to 62 inclusive, 65(2), 69 and 73 contained in Schedule 3 to The Companies (Model Articles) Regulations 2008 (called "**Public Company Model Articles**" in these Articles) shall also apply to the Company save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.

2 Definitions and interpretation

- 2.1 In these Articles the following words and expressions shall have the following meanings:

acceptors: as defined in Article 21.3.2;

Acquisition Date: in respect of any shares held by an Employee, the date on which that Employee acquired those shares;

the Act: the Companies Act 2006;

alternate: has the meaning given in Article 16 and **alternate director** has a corresponding meaning;

appointor: has the meaning given in Article 16;

Articles: the Company's articles of association;

Bankrupt: a person who (i) petitions for his own bankruptcy or is declared bankrupt, or (ii) applies for an interim order under the Insolvency Act 1986, or (iii) makes a proposal for the adoption of a voluntary arrangement under the Insolvency Act 1986, or (iv) seeks a compromise of his debts with his creditors or any substantial part of his creditors;

Board: the board of directors of the Company;

business day: any day other than a Saturday, a Sunday or any other day which is a public holiday in England;

certificate: a paper certificate evidencing a person's title to specified shares or other securities;

chairman: has the meaning given in Article 8;

clear days: in relation to a period of a notice means that period excluding the day when the notice is deemed to be received (or, if earlier, received) and the day of the meeting;

company: includes any body corporate;

Compulsory Sale Shares: as defined in Article 25.1;

Compulsory Sellers: as defined in Article 25.1;

Conflict Situation: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest;

Control: in relation to a body corporate, the ability of a person, directly or indirectly, to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding up;

Cost: in respect of each Compulsory Sale Share, the acquisition cost of such Compulsory Sale Share on the first occasion on which that Compulsory Sale Share was acquired by the relevant Employee;

Economic Shareholders: the members for the time being holding Economic Shares;

Economic Shares: the Economic Shares of £1.00 each in the capital of the Company;

Employee: a person other than James Dominic Weight who is a member or employee of WPC LLP or employed by any other company within the Weight Partners Corporate Limited Group, excluding investment companies.

Event: as defined in Article 25.1;

Excess Shares: as defined in Article 21.3.2;

financial year and financial period: a financial year (as defined by the Act) of the Company;

Former Employee: as defined in Article 25.1.1;

hard copy: has the meaning given in s.1168 of the Act;

member: a person who is the holder of a share;

paid: in relation to a share, means paid or credited as paid (as to its nominal value or any premium on it);

parent undertaking: has the meaning given in s.1162 of the Act;

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;

Patient: a person who lacks capacity as defined in s.2 Mental Capacity Act 2005;

Promote Dividend: as defined in Article 20.1.1.2;

Promote Shareholders: the members for the time being holding Promote Shares;

Promote Shares: the Promote Shares of £1.00 each in the capital of the Company;

shares: shares of any class in the Company;

Special Share: the Special Share with a nominal value of £1.00 in the capital of the Company;

Special Shareholder: the member for the time being holding the Special Share;

Subscription Price: in respect of any share, the amount paid on that share;

subsidiary undertaking: has the meaning given in s.1162 of the Act;

WPC: Weight Partners Capital Limited;

WPC Director: a director appointed by WPC from time to time; and

WPC LLP: Weight Partners Capital LLP.

2.2 In Model Article 1 the terms "**chairman**", "**paid**" and "**shares**" and their accompanying definitions shall not apply.

2.3 In these Articles:

2.3.1 the term "**transfer**" shall, unless the context otherwise requires, include:

2.3.1.1 a sale or disposal of any legal or equitable interest in a share, whether or not by the member registered as the holder of that share; and

2.3.1.2 any renunciation or other direction by a member entitled to an allotment or transfer of shares that such shares be allotted, issued or transferred to another person;

2.3.2 any reference to an "**interest**" in the context of any transfer of shares shall include any interest in shares as defined by s.820 of the Act;

2.3.3 any notice, consent, approval or other document or information, including the appointment of a proxy, required to be given in writing may be given in writing in hard copy form or electronic form, save where expressly provided otherwise in these Articles; and

2.3.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.4 Save as expressly provided otherwise in these Articles, words or expressions contained in the Model Articles, those Public Company Model Articles referred to in Article 1.2 and these Articles bear the same meaning as in the Act as in force from time to time. The last paragraph of Model Article 1 shall not apply.

2.5 In the Model Articles, those Public Company Model Articles referred to in Article 1.2 and these Articles, save as expressly provided otherwise in these Articles:

- 2.5.1 any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before or after the date of adoption of these Articles;
- 2.5.2 any reference to any legislation including to any statute, statutory provision or subordinate legislation ("**Legislation**") includes a reference to that Legislation as from time to time amended or re-enacted, whether before or after the date of adoption of these Articles; and
- 2.5.3 any reference to re-enactment includes consolidation and rewriting, in each case whether with or without modification.

3 Company name

The name of the Company may be changed by:

- 3.1 special resolution of the members; or
- 3.2 otherwise in accordance with the Act.

4 Directors to take decisions collectively

- 4.1 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 5.

- 4.2 If:

- 4.2.1 the Company only has one director, and

- 4.2.2 no provision of these Articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of these Articles relating to directors' decision-making including, for the avoidance of doubt, Article 7.

- 4.3 Model Article 7 shall not apply.

5 Unanimous decisions

- 5.1 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.

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

- 5.3 References in this Article 5 to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but exclude in respect of the authorisation of a Conflict Situation, the director subject to that Conflict Situation).

- 5.4 Notwithstanding the requirements of Articles 5.1 to 5.3:

- 5.4.1 if a person who is an alternate director indicates on behalf of his appointor whether or not he shares the common view his appointor is not also required to do so in order to satisfy those requirements;

- 5.4.2 if a director who has appointed an alternate indicates pursuant to Article 5.1 whether or not he shares the common view his alternate is not also required to do so in order to satisfy those requirements.

5.5 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.

5.6 Model Article 8 shall not apply.

6 Participation in directors' meetings

6.1 Subject to these Articles, directors (or their alternates) participate in a directors' meeting, or part of a directors' meeting, when:

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

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

6.2 In determining whether directors (or their alternates) are participating in a directors' meeting, it is irrelevant where any director (or his alternate) is or how they communicate with each other.

6.3 If all the directors (or their alternates) 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. In default of such a decision, the meeting shall be treated as being held where the majority of the directors (or their alternates) are located or, if there is no such majority, where the chairman is located.

6.4 Model Article 10 shall not apply.

7 Quorum for directors' meetings

7.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

7.2 Unless otherwise stated in these Articles, the quorum for directors' meetings shall be two directors one of whom is the WPC Director.

7.3 For the purposes of any directors' meeting, (or part of a meeting) at which it is proposed to authorise a Conflict Situation in respect of one or more directors, if there is only one director in office other than the director or directors subject to the Conflict Situation, the quorum for such meeting (or part of a meeting) shall, with the consent of the WPC Director, be one director.

7.4 At a directors' meeting:

7.4.1 a director who is also an alternate director may be counted more than once for the purposes of determining whether a quorum is participating;

7.4.2 a person who is an alternate director, but is not otherwise a director, shall be counted as participating for the purposes of determining whether a quorum is participating,

but only, in each case, if that director's or other person's appointor is not participating. If on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one director is participating.

7.5 If a quorum of directors required in accordance with Article 7.2 is not present within half an hour of the appointed time for the meeting, the meeting shall be adjourned to the same time and place on the next business day and at that adjourned meeting the quorum shall be any two directors.

7.6 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:

7.6.1 to appoint further directors; or

7.6.2 to call a general meeting so as to enable the members to appoint further directors.

7.7 Model Article 11 shall not apply.

8 Chairing of directors' meetings

8.1 The chairman of the board, being the WPC Director, from time to time ("chairman") shall chair each directors' meeting at which he is present. If there is no WPC Director participating in the meeting within ten minutes after the time at which it was to start, the directors' meeting shall be adjourned to the same time and place on the next business day.

8.2 Model Article 12 shall not apply.

9 Casting vote

In the case of an equality of votes, the chairman shall not have a second or casting vote. Model Article 13 shall not apply.

10 Voting at directors' meetings

10.1 Subject to these Articles, the WPC Director participating in a directors' meeting has 15 votes and each of the other directors participating in a directors' meeting has one vote.

10.2 A director who is also an alternate director has an additional vote on behalf of his appointor (or in the case of the appointor being the WPC Director, a director who is also an alternate director on behalf of the WPC Director has an additional 15 votes) provided:

10.2.1 his appointor is not participating in the directors' meeting; and

10.2.2 in respect of a particular matter:

10.2.2.1 his appointor would have been entitled to vote if he were participating in it; and

10.2.2.2 the matter is not the authorisation of a Conflict Situation of the appointor.

10.3 A person who is an alternate director, but is not otherwise a director, only has a vote (or a person who is an alternate director on behalf of the WPC Director, but is not otherwise a director, only has 15 votes) if:

10.3.1 his appointor is not participating in the directors' meeting; and

10.3.2 in respect of a particular matter:

10.3.2.1 his appointor would have been entitled to vote if he were participating in it; and

10.3.2.2 the matter is not the authorisation of a Conflict Situation of the appointor.

11 Exercise of directors' duties

11.1 If a Conflict Situation arises, the directors may authorise it for the purposes of s.175(4)(b) of the Act by a decision of the directors made in accordance with that section and these

Articles. At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances. Any authorisation may be revoked or varied at any time in the discretion of the directors.

11.2 Model Article 14 shall not apply.

12 **Directors voting and counting in the quorum**

Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of s.175(4)(b) of the Act, a director (or his alternate) may vote on, and be counted in the quorum in relation to any decision of the directors relating to a matter in which he (or, in the case of an alternate, he or his appointor) has, or can have, a direct or indirect interest or duty, including:

12.1 an interest or duty which conflicts, or possibly may conflict, with the interests of the Company; and

12.2 an interest arising in relation to an existing or a proposed transaction or arrangement with the Company.

13 **Appointing and removing directors**

13.1 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:

13.1.1 by ordinary resolution; or

13.1.2 by a decision of the directors; or

13.1.3 by notice in writing from the holders from time to time of shares carrying a majority of the votes capable of being cast at a general meeting on all, or substantially all, matters (and any director so appointed may in like manner at any time and from time to time be removed from office).

13.2 In any case where, as a result of death, the Company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

13.3 For the purposes of Article 13.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

13.4 Model Article 17 shall not apply.

14 **Termination of director's appointment**

14.1 A person ceases to be a director as soon as:

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

14.1.2 that person becomes a Bankrupt;

14.1.3 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 or that person otherwise becomes a Patient;

- 14.1.4 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;
 - 14.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 14.1.6 notification is received by the Company of the removal of the director from office in accordance with Articles 13.1.3 or 14.2.
- 14.2 In addition and without prejudice to the provisions of s.168 of the Act, the Company may by ordinary resolution remove any director before the expiration of his period of office and may by ordinary resolution appoint another director in his place.
- 14.3 Model Article 18 shall not apply.

15 **Directors' remuneration and other benefits**

- 15.1 A director may undertake any services for the Company that the directors decide.
- 15.2 Subject to these Articles, a director's remuneration may:
- 15.2.1 take any form; and
 - 15.2.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 15.3 Unless the directors decide otherwise, a director's remuneration accrues from day to day.
- 15.4 Unless the directors decide otherwise, no director is accountable to the Company for any remuneration or other benefit which he receives as a director or other officer or employee of any of the Company's subsidiary undertakings or of any parent undertaking of the Company from time to time or of any other body corporate in which the Company or any such parent undertaking is interested.
- 15.5 Model Article 19 shall not apply.

16 **Appointment and removal of alternates**

- 16.1 Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:
- 16.1.1 exercise that director's powers; and
 - 16.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 16.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 16.3 The notice must:
- 16.3.1 identify the proposed alternate; and
 - 16.3.2 confirm that the proposed alternate is willing to act as the alternate of the director giving the notice.

16.4 No person may be appointed as alternate to more than one director of the Company.

17 **Rights and responsibilities of alternate directors**

17.1 An alternate director has the same rights, in relation to any directors' meeting or a decision taken in accordance with Article 5, as the alternate's appointor.

17.2 Except as these Articles specify otherwise, alternate directors:

17.2.1 are deemed for all purposes to be directors;

17.2.2 are liable for their own acts and omissions;

17.2.3 are subject to the same restrictions as their appointors; and

17.2.4 are not deemed to be agents of or for their appointors.

17.3 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.

18 **Termination of alternate directorship**

An alternate director's appointment as an alternate terminates:

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

18.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

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

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

19 **Share capital**

The share capital of the Company at the date of adoption of these Articles is divided into Promote Shares, Economic Shares and the Special Share.

20 **Share rights**

The Promote Shares, Economic Shares and the Special Share shall have the following rights and be subject to the following restrictions:

20.1 **Income**

20.1.1 Distributions out of the profits of the Company available for distribution in or in respect of any financial year shall be applied in the following order of priority:

20.1.1.1 first, in paying to the Promote Shareholders an amount equal to the Promote Dividend (as defined below) in respect of any previous financial years which has not been paid and is in arrears, pro rata to the amounts paid up on their holdings of the Promote Shares;

20.1.1.2 second, in paying to the Promote Shareholders an amount equal to any sale proceeds, dividends or distributions or other amounts the Company receives or is entitled to receive in its capacity as a holder of D shares in the capital of BXC UK

Limited (company number 7603421) (the "**Promote Dividend**") in respect of that financial year, pro rata to the amounts paid up on their holdings of the Promote Shares; and

20.1.1.3 thereafter, to the holders of the Economic Shares of such amount resolved under the Articles to be distributed as the directors may from time to time declare, pro rata to the amounts paid up on their holdings of the Economic Shares.

20.1.2 The Special Share shall not have any rights to receive a distribution.

20.2 **Capital**

On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied:

20.2.1 first, in paying to the Promote Shareholders, in proportion to the number of Promote Shares held by them, an amount equal to:

20.2.1.1 the Subscription Price of each Promote Share held and any premium paid to the Company in consideration for its issue; and

20.2.1.2 any arrears or accruals of the Promote Dividend, calculated to the date of the return of capital;

20.2.2 second, in paying to the Special Shareholder an amount equal to the Subscription Price of the Special Share held and any premium paid to the Company in consideration for its issue;

20.2.3 third, in paying to the Economic Shareholders, in proportion to the number of Economic Shares held by them, an amount equal to the Subscription Price of each Economic Share held and any premium paid to the Company in consideration for its issue; and

20.2.4 fourth, in distributing amongst the Economic Shareholders the balance (if any) in proportion to the numbers of such Economic Shares held by them respectively.

20.3 **Voting**

20.3.1 Each Promote Share, Economic Share and the Special Share shall entitle its holder to receive notice of, attend and vote at any general meeting of the Company.

20.3.2 On a vote:

20.3.2.1 subject to Article 20.3.2.7, on a show of hands, every Promote Shareholder who (being an individual) is present in person or (being a company) is present by a representative shall have one vote and every proxy duly appointed by one or more Promote Shareholders (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:

(i) the proxy has been duly appointed by more than one Promote Shareholder entitled to vote on the resolution; and

- (ii) the proxy has been instructed by one or more of those Promote Shareholders to vote for the resolution and by one or more other of those Promote Shareholders to vote against it; and
- 20.3.2.2 subject to Article 20.3.2.7, on a show of hands, every Economic Shareholder who (being an individual) is present in person or (being a company) is present by a representative shall have one vote and every proxy duly appointed by one or more Economic Shareholders (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:
 - (i) the proxy has been duly appointed by more than one Economic Shareholder entitled to vote on the resolution; and
 - (ii) the proxy has been instructed by one or more of those Economic Shareholders to vote for the resolution and by one or more other of those Economic Shareholders to vote against it; and
- 20.3.2.3 subject to Article 20.3.2.7, on a poll, every Promote Shareholder who (being an individual) is present in person or by one or more duly appointed proxies or (being a company) by a representative or by one or more duly appointed proxies shall have one vote for every Promote Share of which he is the holder; and
- 20.3.2.4 subject to Article 20.3.2.7, on a poll, every Economic Shareholder who (being an individual) is present in person or by one or more duly appointed proxies or (being a company) by a representative or by one or more duly appointed proxies shall have one vote for every Economic Share of which he is the holder; and
- 20.3.2.5 subject to Article 20.3.2.7, on a written resolution every Promote Shareholder shall have one vote for every Promote Share of which he is the holder; and
- 20.3.2.6 subject to Article 20.3.2.7, on a written resolution every Economic Shareholder shall have one vote for every Economic Share of which he is the holder; and
- 20.3.2.7 in all circumstances, the Special Shareholder shall have that number of votes for the Special Share of which he is the holder as is equal to one more than the total number of Promote Shares and Economic Shares.

21 **Issue of new shares**

- 21.1 The Company has the power to allot and issue shares and to grant rights to subscribe for, or to convert any security into, shares pursuant to those rights.
- 21.2 In the event that the Company has at any time only one class of shares, the directors may only exercise the power of the Company to allot and issue shares or to grant rights to subscribe for, or to convert any security into, shares in accordance with s.551 of the Act. The powers of the directors pursuant to s.550 of the Act shall be limited accordingly.

21.3 The provisions of ss.561 and 562 of the Act shall apply to the Company, subject always to the provisions of ss.570 and 571 of the Act, with the following modifications:

21.3.1 the Promote Shares, Economic Shares and the Special Share shall be deemed to be shares of the same class; and

21.3.2 the holders of equity securities (as defined in s.560 of the Act) who accept all the equity securities offered to them ("acceptors") shall be entitled to indicate whether they would accept equity securities not accepted by other offerees ("Excess Shares"), and any such Excess Shares shall be allotted to such acceptors in the numbers in which they have been accepted by such acceptors or, if the number of Excess Shares is insufficient for all such acceptors to be allocated all the Excess Shares they have indicated they would accept, then the Excess Shares shall be allocated as nearly as practicable in the proportion that the number of Excess Shares each such acceptor has indicated he would accept bears to the aggregate number of Excess Shares applied for by all such acceptors. Fractional entitlements to equity securities shall be ignored.

21.4 Model Article 22(2) shall not apply.

22 **Variation of class rights**

22.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may 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 fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of that class.

22.2 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with or in priority to those shares or by the purchase or redemption by the Company of any of its own shares.

23 **Share certificates**

23.1 Model Article 24 shall be modified by the deletion of Model Article 24(2) and its replacement with the following paragraph:

"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."

24 **Share transfers**

24.1 Shares may be transferred only:

24.1.1 in accordance with the provisions of Article 25; or

24.1.2 with the written consent of the WPC Director,

and any other transfer shall be void.

24.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of (a) the transferor; and (b) (if any of the shares is partly paid) the transferee.

24.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

24.4 The Company may retain any instrument of transfer which is registered.

- 24.5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 24.6 Subject only to Article 24.7, the directors shall register any transfer of shares made in accordance with the Articles (to the extent applicable) within 21 days of the following being lodged at the Company's registered office or such other place as the directors have appointed:
- 24.6.1 the duly stamped instrument of transfer; and
 - 24.6.2 the certificate for the shares to which the transfer relates or an indemnity in lieu of the certificate in a form reasonably satisfactory to the directors.
- 24.7 The directors may refuse to register the transfer of a share if:
- 24.7.1 the share is not fully paid;
 - 24.7.2 the transfer is not lodged at the Company's registered office or such other place as the directors have appointed;
 - 24.7.3 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
 - 24.7.4 the transfer is in respect of more than one class of share;
 - 24.7.5 the transfer is in favour of more than four transferees; or
 - 24.7.6 the transfer is in favour of a person under the age of 18, a Bankrupt or a Patient.
- 24.8 If the directors refuse to register the transfer of a share, they shall:
- 24.8.1 send to the transferee notice of refusal, together with the reasons for the refusal, as soon as practicable and in any event within two months of the date on which the instrument of transfer was lodged with the Company;
 - 24.8.2 return the instrument of transfer to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 24.9 For the purpose of ensuring that a transfer of shares is authorised under these Articles, the directors may from time to time require any member or past member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the directors reasonably think fit regarding any matter which they consider relevant. Unless that information is supplied within 30 days of the date of the request, the directors may declare the shares in question to be subject to the restrictions set out in s.454 Companies Act 1985 until such time as that information is supplied or (as the case may be) may refuse to register the relevant transfer.
- 24.10 Reference in Article 24.9 to a member or past member includes the personal representatives, trustee in bankruptcy, receiver or liquidator of any member and any deputy or other person authorised by the Court of Protection to act on behalf of a Patient.
- 24.11 Model Article 26 shall not apply.
- 25 **Compulsory transfer by Employees**
- 25.1 If any Employee:

- 25.1.1 ceases to be an Employee or remains as an Employee but becomes entitled by reason of illness or disability giving rise to permanent incapacity to receive benefits under the permanent health insurance scheme of the Company or any of its subsidiary undertakings (each a **"Former Employee"**); or
- 25.1.2 becomes a Bankrupt,
- (each, an **"Event"**) the Former Employee or Bankrupt who holds any shares (together the **"Compulsory Sellers"**) shall, if so required by notice in writing given by the Company at any time during the twelve months immediately following the date of such Event, be deemed to have offered for sale to the Company in accordance with this Article 25 all of the shares registered in his name or in the name of any company which is Controlled by him (irrespective of whether the shares were so registered at the date of such Event, or were registered subsequently) (the **"Compulsory Sale Shares"**).
- 25.2 Each Compulsory Sale Share shall be offered at Cost.
- 25.3 Within 28 days of service of notice by the Company in accordance with Article 25.1, the Company shall, to the extent it is lawfully able to do so, purchase the Compulsory Sale Shares at the price set out in Article 25.2.
- 25.4 If any Compulsory Sale Shares to be sold under Article 25.3 remain unsold, the Company may at its discretion at any time within three months after the expiry of the period specified in Article 25.3 purchase such unsold Compulsory Sale Shares at the price set out in Article 25.2. In the event that the Company does not purchase all of the Compulsory Sale Shares the holder of any unsold Compulsory Sale Shares shall be entitled to retain such shares.
- 25.5 Unless the directors direct otherwise in writing, with the consent of the WPC Director, any Compulsory Sale Shares held by a Former Employee or Bankrupt (whether registered in his name or in the name of any company which is controlled by him) will, for so long as they are held by the Former Employee or Bankrupt, cease to confer the right to be entitled to receive notice of, attend and vote at any general meeting of the Company, or any meeting of the holders of any class of shares, and such shares will not be counted in determining the total number of votes which may be cast at any such meeting, or for the purposes of a written resolution of any members or class of members.
- 26 **Procedure for disposing of fractions of shares**
- Public Company Model Article 69(2)(b) shall apply as if the words "in the case of a certificated share," were deleted.
- 27 **Dividends and distributions**
- The provisions of Articles 28, 29 and 31 are subject to Article 20.1.
- 28 **Procedure for declaring dividends**
- 28.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. No dividend may exceed the amount recommended by the directors.
- 28.2 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 28.3 Unless the members' resolution to declare or directors' decision to pay a dividend, or the rights attached to the shares, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 28.4 Model Article 30 shall not apply.

29 **Calculation of dividends**

29.1 Except as otherwise provided by these Articles or the rights attached to shares, all dividends must be:

29.1.1 declared and paid according to the amounts paid up (as to nominal value) on the shares on which the dividend is paid; and

29.1.2 apportioned and paid proportionately to the amounts paid up (as to nominal value) on the shares during any portion or portions of the period in respect of which the dividend is paid.

29.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

29.3 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.

30 **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 the rights attached to the share. Model Article 32 shall not apply.

31 **Non-cash distributions**

Model Article 34(1) shall apply as if the words "Subject to the terms of issue of the share in question" were deleted and replaced with the words "Subject to the rights attaching to the share in question".

32 **Authority to capitalise and appropriation of capitalised sums**

Model Article 36(4) shall apply as if the words:

"(a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled or (b)"

were inserted before the words "in paying up new debentures of the Company".

33 **Members can call general meeting if not enough directors**

If:

33.1 the Company has only one director or no directors, and

33.2 the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,

then two or more members may call a general meeting (or instruct the company secretary (if any) to do so) for the purpose of appointing one or more directors.

34 **Adjournment**

Model Article 41(5) shall apply as if the words "(that is, excluding the day of the adjourned meeting and the day on which the notice is given)" were deleted.

35 **No voting of shares on which money owed to Company**

Unless all amounts payable to the Company in respect of a particular share have been paid:

- 35.1 no voting rights attached to that share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; and
- 35.2 the holder of that share does not constitute an eligible member in relation to any written resolution proposed to the holders of such shares.

36 Poll votes

Model Article 44 shall apply as if:

- 36.1 Model Articles 44(1)(a) and 44(2)(b) were deleted; and
- 36.2 the words "immediately and in such manner" in Model Article 44(4) were deleted and replaced by the words "when, where and in such manner".

37 Delivery of proxy notices

- 37.1 Any notice of a general meeting must specify the address or addresses ("**proxy notification address**") 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.
- 37.2 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.
- 37.3 Subject to Articles 37.4 and 37.5, a proxy notice must be delivered to a proxy notification address not less than 24 hours before the general meeting or adjourned meeting to which it relates.
- 37.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll.
- 37.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:
 - 37.5.1 in accordance with Article 37.3; or
 - 37.5.2 at the meeting at which the poll was demanded to the chairman of the meeting, company secretary (if any) or any director.
- 37.6 The directors may, in their sole discretion, determine from time to time that in calculating the periods referred to in Articles 37.3 and 37.4 no account shall be taken of any part of a day that is not a working day.
- 37.7 A proxy notice which is not delivered in accordance with Articles 37.3, 37.4 or 37.5 shall be invalid unless the directors, in their sole discretion, accept the proxy notice at any time before the meeting.
- 37.8 An appointment under a proxy notice may be revoked by delivering to a proxy notification address a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 37.9 A notice revoking a proxy appointment only takes effect if it is delivered before:
 - 37.9.1 the start of the meeting or adjourned meeting to which it relates; or
 - 37.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

37.10 If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence, satisfactory to the directors, of the authority of the person who signed it to do so on the appointor's behalf.

37.11 If more than one proxy notice relating to the same share is delivered for the purposes of the same meeting, the proxy notice last delivered shall prevail in conferring authority on the person named in the notice to attend the meeting and vote. A proxy notice in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid.

37.12 Model Article 46 shall not apply.

38 **Class meetings**

Section 334 of the Act and the provisions of these Articles relating to general meetings shall, with necessary modifications, apply to separate meetings of the holders of any class of shares, but so that any holder of shares of the class in question present in person or by proxy may demand a poll.

39 **Written resolutions**

A proposed written resolution shall lapse if it is not passed before the end of the period of 21 days beginning with the circulation date (as determined in accordance with the Act).

40 **Company's lien and call notices**

40.1 Public Company Model Article 53(1)(a) shall apply as if the words "(a "lien enforcement notice")" were inserted before the words "has been given in respect of a share".

40.2 Public Company Model Article 53(4)(b) shall apply as if the words "a suitable indemnity" were deleted and replaced with the words "an indemnity in lieu of the certificate in a form reasonably satisfactory to the directors".

40.3 Public Company Model Article 56(1) shall apply as if the words "on which a share is issued" were deleted and replaced with the words "on which a share is allotted" and Public Company Model Article 56(1)(c) shall apply as if the words "terms of issue" were deleted and replaced with the words "terms of allotment".

41 **Forfeiture**

41.1 Public Company Model Article 58 shall apply as if existing paragraphs 58(d) and (e) were re-designated as paragraphs 58(e) and (f) respectively and as if a new paragraph 58(d) were inserted as follows:

"may require payment of all costs and expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 days after the date of the notice".

41.2 Public Company Model Article 60(3)(d) shall apply as if the words "and any costs and expenses required by the Company to be paid pursuant to the Articles" were inserted after the words "(whether accrued before or after the date of forfeiture)".

41.3 Public Company Model Article 60(4) shall apply as if the words "and costs and expenses (if any)" were inserted after the words "all calls and interest".

42 **Communications**

42.1 The company communications provisions (as defined in the Act) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to a company under the Companies Acts but to be sent or supplied pursuant to these Articles:

- 42.1.1 by or to the Company; or
- 42.1.2 by or to the directors acting on behalf of the Company.
- 42.2 The provisions of s.1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words "and the Articles" were inserted after the words "the Companies Acts" in ss.1168(1) and 1168(7).
- 42.3 Section 1147 of the Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these Articles as if:
 - 42.3.1 in s.1147(2) the words "or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom" were inserted after the words "in the United Kingdom";
 - 42.3.2 in s.1147(3) the words "48 hours after it was sent" were deleted and replaced with the words "when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information.";
 - 42.3.3 a new s.1147(4)(A) were inserted as follows:

"Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered.";
 - 42.3.4 s.1147(5) were deleted.
- 42.4 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by s.1147(3) of the Act and that the document or information was sent or supplied.
- 42.5 In the case of members who are joint holders of shares, anything to be agreed or specified by the holder may be agreed or specified by the holder whose name appears first in the register of members. Sched 5, Part 6, para 16(2) of the Act shall apply accordingly.
- 42.6 Model Article 48 shall not apply.
- 43 **Failure to notify contact details**
- 43.1 If the Company sends two consecutive documents or pieces of information to a member over a period of not less than 12 months and:
 - 43.1.1 each of them is returned undelivered; or
 - 43.1.2 the Company receives notification that neither of them has been delivered;that member ceases to be entitled to receive documents or information from the Company.
- 43.2 A member who has ceased to be entitled to receive documents or information from the Company shall become entitled to receive documents or information again by sending the Company:
 - 43.2.1 a new address to be recorded in the register of members; or
 - 43.2.2 if the member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs to use that means of communication effectively.

44 Destruction of documents

44.1 The Company is entitled to destroy:

- 44.1.1 all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration;
- 44.1.2 all notifications of change of address, from two years after they have been recorded; and
- 44.1.3 all share certificates which have been cancelled from one year after the date of the cancellation.

44.2 If the Company destroys a document in good faith, in accordance with these Articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the Company that:

- 44.2.1 entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made;
- 44.2.2 any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- 44.2.3 any share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and
- 44.2.4 any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the Company.

44.3 This Article does not impose on the Company any liability which it would not otherwise have if it destroys any document before the time at which this Article permits it to do so.

44.4 In this Article, references to the destruction of any document include a reference to its being disposed of in any manner.

45 Company seals

Model Article 49(4)(b) shall not apply.

46 No right to inspect accounts and other records

46.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, or pursuant to any shareholders' agreement or other legally binding obligation entered into by the Company with that member from time to time, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

46.2 Model Article 50 shall not apply.

47 Provision for employees on cessation or transfer of business

47.1 The directors may, subject to Article 47.2, exercise the power to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

47.2 Any exercise by the directors of the power to make provision of the kind referred to in Article 47.1 (including, without prejudice to the provisions of Article 15, remuneration) for the

benefit of directors, former directors or shadow directors employed or formerly employed by the Company or any of its subsidiaries must be approved by an ordinary resolution of the Company before any payment to or for the benefit of such persons is made.

47.3 Model Article 51 shall not apply.

48 **Indemnities and funding of defence proceedings**

48.1 This Article 48 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly. This Article 48 is also without prejudice to any indemnity to which any person may otherwise be entitled.

48.2 The Company:

48.2.1 shall indemnify every person who is a director or other officer (other than an auditor) of the Company; and

48.2.2 may indemnify any person who is a director of a company that is a trustee of an occupational pension scheme (as defined in s.235(6) of the Act) out of the assets of the Company from and against any loss, liability or expense incurred by him or them in connection with such company's activities as trustee of the scheme.

48.3 The directors may, subject to the provisions of the Act, exercise the powers conferred on them by ss.205 and 206 of the Act to:

48.3.1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in s.205; or

48.3.2 take any action to enable such expenditure not to be incurred.

48.4 Model Article 52 shall not apply.

49 **Insurance**

49.1 The directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer (other than an auditor) of the Company or of any associated company (as defined in s.256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company.

49.2 Model Article 53 shall not apply.