

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF**

**DEVELOP GROUP LTD (CRN: 07676726) (“the Company”)**

**(Adopted by special resolution passed on 3 September 2021)**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these articles, unless the context otherwise requires

Accountants:	the accountants of the Company from time to time,
Act:	means the Companies Act 2006,
appointor:	has the meaning given in article 12.2,
Articles:	means the Company's articles of association for the time being in force,
Bad Leaver:	an EMI Shareholder giving a Deemed Sale Notice in any of the circumstances set out in articles 6.1.4 to 6.1.8 who is not otherwise determined to be a Good Leaver,
Bankruptcy Event:	a bankruptcy order made against a EMI Shareholder or an arrangement or composition being made with his creditors,
Board:	the Board of directors of the Company,
Business Day:	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
call:	has the meaning given in article 26,
call notice:	has the meaning given in article 26,
Company's lien:	has the meaning given in article 24,
Conflict:	has the meaning given in article 11.1,
Deemed Sale Notice:	has the meaning given in article 6.2,
EMI Shareholder	Robert Legg,

eligible director:	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),
Fair Value:	the amount determined by the Accountants in accordance with article 7,
Good Leaver:	an EMI Shareholder who: <ul style="list-style-type: none"> <li>(i) gives a Deemed Sale Notice in any of the circumstances set out in articles 6.1.1 to 6.1.3; or</li> <li>(ii) is otherwise determined by a unanimous resolution in writing by the Board to be a Good Leaver within 10 Business Days of a Sale Event occurring,</li> </ul>
Group:	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a <b>member of the Group</b> ,
Lien Enforcement Notice:	has the meaning given in article 25,
Model Articles:	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 ( <i>SI 2008/3229</i> ) as amended prior to the date of adoption of these articles,
Sale Event:	has the meaning given in article 6.1,
shareholder:	means a holder of Shares, and
Shares:	means the shares (of any class) in the Company or rights to subscribe for, or to convert securities into, shares (or any class) in the Company.

- 1.2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles
- 1.3 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles
- 1.4 A reference in these articles to an ‘article’ is a reference to the relevant article of these articles unless expressly provided otherwise
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

- (a) any subordinate legislation from time to time made under it, and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1.6 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
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these articles
- 1.8 Articles 8, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 26 (1) and (2), 30(3), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company
- 1.9 Article 7(1) of the Model Articles shall be amended by the deletion of the words ‘either a majority decision at a meeting or a decision taken in accordance with article 11’ and the insertion of the words ‘a majority decision at a meeting’ after the word ‘be’
- 1.10 Article 7(2) of the Model Articles shall be amended by the insertion of the words ‘(for so long as he remains the sole director)’ after the words ‘and the director may’
- 1.11 Article 20 of the Model Articles shall be amended by the insertion of the words ‘(including any alternate directors) and the secretary’ before the words ‘properly incur’
- 1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ‘subject to article 10’ after the word ‘But’
- 1.13 Article 29 of the Model Articles shall be amended by the insertion of the words ‘, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Model Article 28(2),’ after the words ‘the transmittee’s name’
- 1.14 Article 36(4) of the Model Articles shall be amended by the insertion of the words ‘or towards paying up any amounts unpaid on existing shares held by the persons entitled’ after the words ‘or as they may direct’

## **2. OBJECTS OF THE COMPANY**

- 2.1 The Company’s objects are
  - (a) to carry on business as a general commercial company, and
  - (b) any other trade or business which may seem to the Company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company
- 2.2 Notwithstanding article 2.1, the Company’s objects are unrestricted

## SHARES

### 3. FURTHER ISSUES OF SHARES: AUTHORITY

3.1 The share capital of the Company is divided into Ordinary Shares of £1 each and “A” Ordinary Shares of £1 each. The rights attaching to the shares are as follows -

- (i) The holders of the Ordinary and “A” Ordinary Shares shall be entitled to receive notice of meetings and to attend and vote at General Meetings
- (ii) In the event of a winding up the assets of the Company (including uncalled shares at the commencement of the winding up) remaining after paying and discharging the debts and liabilities of the Company and the costs of the winding up shall be applied in repayment of the capital paid up or credited as paid up on the Ordinary and “A” Ordinary shares and the residue (if any) shall be divided among the holders of the Ordinary Shares in proportion to the nominal amount paid up or credited as paid up on such shares. The holders of the “A” Ordinary Shares shall receive no payment in the event of the sale of the company or winding up other than the nominal amount paid up or credited as paid up on such shares and a pro rata value of the goodwill of the company
- (iii) The profits of the company which are resolved to be divided amongst the shareholders in any year shall be applied in paying to the holders of the Ordinary Shares only
- (iv) Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares
  - (a) any alteration in the articles of association of the Company, or
  - (b) subject to article 3.2, any increase or reduction or subdivision or consolidation or other alteration in the issued share capital of the Company or any of the rights attaching to any share capital .

3.2 Article 3.1(iv)(b) shall not apply to any Shares issued to an EMI Shareholder pursuant to an employees’ share scheme.

3.3 Subject to the remaining provisions of this article 3 and to article 4, the directors are generally and unconditionally authorised, for the purposes of section 550 of the Act or, where the Company has more than one class of shares, section 551(l) of the Act and generally, to exercise any power of the Company to

- (a) offer or allot,
- (b) grant rights to subscribe for or to convert any security into;
- (c) otherwise deal in, or dispose of,

shares of the classes described in article 3.1 above to any person, at any time and subject to any terms and conditions as the directors think proper Shares may be issued as nil, partly paid or fully paid shares

3.4 The authority referred to in article 3.3

- (a) shall be limited to a maximum nominal amount of £10,500 Ordinary Shares and £1000 “A” Ordinary Shares
- (b) shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and
- (c) may only be exercised for a period of five years commencing on the date on which these articles are adopted, save that the directors may make an offer or agreement which would, or might, require Ordinary Shares to be allotted after the expiry of such authority (and the directors may allot Ordinary Shares in pursuance of an offer or agreement as if such authority had not expired)

**4. FURTHER ISSUES OF SHARES: PRE-EMPTION RIGHTS**

4.1 Unless otherwise determined by special resolution, if the Company proposes to allot any Shares (other than any Shares to be held under an employees’ share scheme), those Shares shall not be allotted to any person unless the Company has first offered them to all existing shareholders (save for any shareholders holding Shares under an employees’ share scheme) on the date of the offer on the same terms, and at the same price, as those Shares are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer

- (a) shall be in writing, shall be open for acceptance for a period of 21 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant Shares, and
- (b) shall stipulate that any existing shareholder who wishes to subscribe for a number of Shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Shares (**Excess Shares**) for which he wishes to subscribe,

provided that this article shall not apply in the event that the Company wishes to allot Shares for non-cash consideration in which case the written approval of at least 75% of the existing shareholders, or a special resolution of the Company, must be obtained

4.2 Any Shares not accepted by shareholders pursuant to the offer made to them in accordance with article 4.1 shall be used for satisfying any requests for Excess Shares made pursuant to article 4.1. If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to the existing shareholders in accordance with article 4.1 (as nearly as possible without involving fractions or increasing the number of Excess

Shares allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Shares remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the existing shareholders

- 4.3 Any Shares not allotted to shareholders in accordance with articles 4.1 and 4.2 and to section 551 of the Act, shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper
- 4.4 The provisions of sections 561 and 562 of the Act shall not apply to the allotment of equity securities by the Company

## **5. TRANSFER OF SHARES: PRE-EMPTION RIGHTS**

- 5.1 Subject at all times to article 8 (Drag Along), any EMI Shareholder who wishes to transfer any Share to a person (**Seller**) shall give notice in writing (the **Sale Notice**) to the Company of his wish specifying:
  - 5.1.1 the number of Shares which he wishes to transfer (the **Sale Shares**);
  - 5.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares; and
  - 5.1.3 the price at which he wishes to transfer the Sale Shares (the **Sale Price**).
- 5.2 The Seller may state in the Sale Notice that he is only willing to transfer all the Sale Shares in which case no Sale Shares can be sold unless offers are received for all of them
- 5.3 The Sale Notice shall constitute the Company as the agent of the Seller for the sale of the Sale Shares upon the following terms:
  - 5.3.1 the price for the Sale Shares is:
    - 5.3.1.1 the Sale Price; or, if lower
    - 5.3.1.2 the Fair Value of the Shares;
  - 5.3.2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them
- 5.4 Within five Business Days of the receipt by the Company of a Sale Notice, the Company shall offer the Sale Shares comprised in the Sale Notice to the following persons in the following order of priority (the **Offer Notice**):
  - 5.4.1 to the shareholders (other than any EMI Shareholder) pro rata to their respective holdings of Shares; and subject thereto

5.4.2 to the Company,

and any person to whom the Sale Shares are offered will be at liberty to accept some or all of the Sale Shares so offered

- 5.5 Every Offer Notice shall be made in writing and shall remain open for acceptance for the period (the **Offer Period**) expiring 20 Business Days after the date on which the offer is made
- 5.6 In the event that a shareholder declines to accept all of the Sale Shares offered to him such Sale Shares shall be re-offered in like manner and upon the same terms to those shareholders who accepted all the Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Sale Shares have been accepted or until the shareholders shall have declined to accept any more of them. In such event, any remaining Sale Shares may, if the Board elects, be purchased by the Company. For the avoidance of doubt, every further offer of Sale Shares pursuant to this article 5.6 shall be deemed to extend the Offer Period by a further five Business Days following the date on which any such further offer is made
- 5.7 If the Company shall during the Offer Period find a shareholder or shareholders willing to purchase any of the Sale Shares comprised in a Sale Notice or if the Company itself wishes to purchase any of the Sale Shares (all such persons called the **Purchasers**), the Company shall give written notice to the Seller of the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by such Purchaser, whereupon (provided that, where article 5.2 applies, the number of Sale Shares agreed to be purchased is equal to the total number of Sale Shares) the Seller shall be bound, upon payment of the Sale Price, to transfer to the Purchasers the Sale Shares agreed to be purchased by them respectively
- 5.8 Except in the case of a purchase by the Company, the sale and purchase shall be completed at a place and time (being not less than 5 Business Days nor more than 10 Business Days after acceptance of the Offer Notice) to be appointed by the directors. In the case of a purchase by the Company, such purchase shall be completed not more than 10 Business Days after the requirements of Chapter 4 of Part 18 of the Act (Purchase of own shares) have been complied with and the shareholders hereby undertake that they will exercise their votes (as far as they can) so that such requirements of the Act are complied with
- 5.9 If the Seller makes default in transferring the Sale Shares the Board are irrevocably authorised to appoint any person they nominate as agent or attorney on behalf of the Seller to transfer the Sale Shares on the Seller's behalf and to do anything else that the other shareholders may reasonably require to complete the sale and the Company may receive the purchase price on trust for the Seller (without any obligation to pay interest) giving a receipt that shall discharge the other shareholders
- 5.10 In the event of all the Sale Shares not being sold under the preceding paragraphs of this article 5, the Seller shall not transfer any of the Sale Shares that remain unsold to the other shareholders or to the Company but shall be entitled to retain those Sale Shares provided that

at any time thereafter the right of the Company under article 5.6 to purchase such Sale Shares shall continue in force and be exercisable by the Company upon giving written notice to the Seller

## **6. COMPULSORY TRANSFERS**

6.1 In this article 6 a **Sale Event** means an event in which an EMI Shareholder:

6.1.1 dies or becomes critically ill;

6.1.2 becomes permanently incapacitated;

6.1.3 ceases to be an employee of, a consultant to or an officeholder of, the Company or any member of its Group:

6.1.3.1 by reason of redundancy;

6.1.3.2 by reason of unfair, wrongful or constructive dismissal;

6.1.4 otherwise ceases to be in full-time employment of, a consultant to or an officeholder of, the Company or any member of its Group (other than in the circumstances set out in articles 6.1.1, 6.1.2 or 6.1.3);

6.1.5 is disqualified by law from being a director of a company;

6.1.6 breaches the terms of any applicable shareholders' agreement which, where capable of remedy, is not remedied within 15 Business Days of being notified of such breach;

6.1.7 is the subject of a Bankruptcy Event; or

6.1.8 is convicted of a criminal offence (other than speeding)

6.2 Upon the happening of any Sale Event, the EMI Shareholder in question (the **Compulsory Seller**) shall be deemed to have immediately given notice to the Company (a **Deemed Sale Notice**) in respect of all the Shares then held by him (the **Compulsory Sale Shares**). A Deemed Sale Notice shall supersede and cancel any then current Sale Notice insofar as it relates to the same Shares except for Shares which have already been validly transferred pursuant to that Sale Notice. For the purposes of this article 6, **Shareholder** and **Compulsory Seller** will include, where relevant, any trustee in bankruptcy or personal representative(s) of a shareholder or Compulsory Seller

6.3 A Deemed Sale Notice shall be deemed to have been given on the date of the relevant Sale Event



- 6.4 The price at which the Compulsory Sale Shares shall be transferred pursuant to the Deemed Sale Notice (the **Compulsory Sale Price**) shall be:
- 6.4.1 in the case of a Good Leaver; their Fair Value; or
  - 6.4.2 in the case of a Bad Leaver, their Fair Value or, if less, their nominal value
- 6.5 The Company shall be constituted as the agent of the Compulsory Seller with effect from the date of the Deemed Sale Notice for the sale of the Compulsory Sale Shares upon the following terms:
- 6.5.1 the price for each Compulsory Sale Share is the Compulsory Sale Price; and
  - 6.5.2 the Compulsory Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them
- 6.6 No sooner than five Business Days but within 20 Business Days of the receipt by the Company of a Deemed Sale Notice (or such later date as when there shall be resolution (whether by agreement between the Company and the Compulsory Seller or any other manner) should there be a dispute as to the grounds of the EMI Shareholder's dismissal or should a Fair Value of the Compulsory Sale Shares be required to be determined pursuant to article 7) the Company shall offer the Compulsory Sale Shares comprised in the Deemed Sale Notice to the persons in the following priority (the **Offer Notice**):
- 6.6.1 to the shareholders (other than the EMI Shareholders) pro rata to their respective holdings of Shares; and subject thereto
  - 6.6.2 to the Company,
- and any person to whom the Compulsory Sale Shares are offered will be at liberty to accept some or all of the Compulsory Sale Shares so offered
- 6.7 Every Offer Notice shall be made in writing and shall remain open for acceptance for the period (the **Offer Period**) expiring 15 Business Days after the date on which the offer is made
- 6.8 In the event that a shareholder declines to accept all of the Compulsory Sale Shares offered to him such Compulsory Sale Shares shall be re-offered in like manner and upon the same terms to those shareholders who accepted all the Compulsory Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Compulsory Sale Shares have been accepted or until the shareholders shall have declined to accept any more of them. In such event, any remaining Compulsory Sale Shares shall be available to be purchased by the Company. For the avoidance of doubt, every further offer of Compulsory Sale Shares pursuant to this article 6.8 shall be open to be accepted within a further 5 Business Days and each of those shall be a further Offer Period following the date on which any such further offer is made

- 6.9 Within three Business Days of the expiry of the Offer Period the Board will give notice to the Compulsory Seller and each Shareholder who has agreed to purchase some or all of the Compulsory Sale Shares and those purchases shall be completed in the time frames set out at article 6.10
- 6.10 Except in the case of a purchase by the Company, the sale and purchase shall be completed at a place and time (being not less than 5 Business Days nor more than 10 Business Days after the expiry of the Offer Period or, in the case of death, within the same period following grant of probate or letters of administration) to be appointed by the Board. In the case of a purchase by the Company, such purchase shall be completed not more than 10 Business Days after the requirements of Chapter 4 of Part 18 of the Act (Purchase of own shares) have been complied with and the Shareholders hereby undertake that they will exercise their votes (as far as they can) so that such requirements of the Act are complied with
- 6.11 If the Compulsory Seller makes default in executing any document necessary or desirable in connection with the transfer of any of the Compulsory Sale Shares, the Board are irrevocably authorised to appoint any person they nominate as agent or attorney on behalf of the Compulsory Seller to transfer any of the Compulsory Sale Shares on the Compulsory Seller's behalf and to do anything else that the other shareholders may reasonably require to complete the sale of the Compulsory Sale Shares, and the Company may receive the purchase price on trust for the Compulsory Seller (without any obligation to pay interest) giving a receipt that shall discharge the purchasing Shareholders (or itself, where it is the purchaser)
- 6.12 If purchasers cannot be found for all of the Compulsory Sale Shares, the Compulsory Seller does not have the right to sell the Compulsory Sale Shares to a third party but shall be entitled to retain those Compulsory Sale Shares provided that at any time thereafter the right of the Company under article 6.8 to purchase such Compulsory Sale Shares shall continue in force and be exercisable by the Company upon giving written notice to the Seller
- 6.13 In the case of a Bad Leaver only, forthwith upon a Deemed Sale Notice being deemed to be served under article 6.2, the Compulsory Sale Shares shall cease to confer on the holder of them any rights:
- 6.13.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise) including in respect of any resolution on any class of Shares; and
- 6.13.2 to receive dividends or other distributions otherwise attaching to those Shares,
- 6.14 The Board may reinstate the rights referred to in article 6.13 at any time and, in any event, such rights shall be reinstated in respect of any Compulsory Sale Shares transferred pursuant to this article 6 upon the completion of such transfer

## 7. **FAIR VALUE**

- 7.1 In the event that the Accountants are required to determine the price at which Shares are to be transferred pursuant to these articles, the Company shall engage and instruct the Accountants (which instructions shall be made as soon as practicable following the time it becomes apparent that a valuation is required), to give their written opinion as to the price which represents a fair value for such Shares as between a willing seller and a willing buyer as at the date the Sale Notice is given or, in the case of a Deemed Sale Notice, on the date of the relevant Sale Event
- 7.2 In making such determination, the Accountants shall not take any account of whether the relevant Shares comprise a majority or a minority interest in the Company nor the fact that transferability of such Shares is restricted by these Articles
- 7.3 In the event that the Accountants decline to accept an instruction to provide a valuation pursuant to this article 7 then the price will be determined by a person agreed upon by the Seller or Compulsory Seller (as the case may be) and the Board or, failing agreement within 10 days of the service of the Sale Notice or Deemed Sale Notice then a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of the Board to be appointed to determine the valuation and confirm the same to the Company in writing. Any reference in these articles to the Accountants shall include such person so agreed or nominated

## **8. DRAG ALONG**

- 8.1 If the holders of greater than 50% of the Shares in issue for the time being (**Selling Shareholders**) wish to transfer all (but not some only) of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders may require all other shareholders (**Called Shareholders**) to sell and transfer all their Shares (**Called Shares**), free from all liens, charges and encumbrances together with all rights attaching to them, to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article 8 (**Drag Along Option**)
- 8.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 8.2.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 8 with full title guarantee;
  - 8.2.2 the person to whom the Called Shares are to be transferred;
  - 8.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares; and
  - 8.2.4 the proposed date of the transfer

- 8.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 8.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 8
- 8.5 Completion of the sale of the Called Shares shall take place on the Completion Date. **Completion Date** means the date proposed for completion of the sale of the Sellers' Shares unless:
- 8.5.1 all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders; or
- 8.5.2 that date is less than five Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the five Business Day after service of the Drag Along Notice
- 8.6 The sale of the Called Shares by the Called Shareholders shall not be subject to the provisions of article 5
- 8.7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms and required sale documents (that is to say any purchase agreement and other related documentation the terms of which shall not place disproportionate liability upon the Called Shareholders compared to the terms enjoyed by the Selling Shareholders) (the **Sale Documents**) for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 8.2.3 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest
- 8.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms, Sale Documents and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 8 in respect of their Shares
- 8.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 8.7) the transfer(s), Sale Documents and indemnities in respect of all

of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s), Sale Documents and indemnities on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of shares under this article 8

- 8.10 Upon any person, following the issue of a Drag Along Notice, becoming a shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 8 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place on the Completion Date or immediately upon the New Shareholder becoming a shareholder of the Company, if later

## **9. DIRECTORS' MEETINGS**

- 9.1 A decision of the directors must be taken at a meeting of directors in accordance with the Act. All decisions made at any meeting of the directors shall be made only by resolution and resolutions at any meeting of the directors shall be decided by a majority of votes. Where there is only one director such decision is taken when that director comes to a view on the matter
- 9.2 The quorum for the transaction of business at a meeting of directors is any two directors, however if there is only one director in office, the quorum for such meeting shall be one director. When the Company has only two directors, and the Board is considering whether to authorise a conflict pursuant to article 11, the quorum for those purposes shall be one (but the director having the conflict shall not vote or count towards the quorum)
- 9.3 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote

## **10. DIRECTORS' DEALINGS WITH THE COMPANY**

- 10.1 A director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act

- 10.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with article 10.1 above
- 10.3 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under articles 10.1 and 10.2 and any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present
- 10.4 A director need not declare an interest under article 10.1 and article 10.2 as the case may be
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
  - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware,
  - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware, or
  - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

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

- 11.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**) provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director
- 11.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
  - (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and
  - (c) be terminated or varied by the directors at any time, and

this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

- 11.3 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to
- (a) disclose such information to the directors or to any director or other officer or employee of the Company, or
  - (b) use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence
- 11.4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
  - (b) is not given any documents or other information relating to the Conflict, and
  - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 11.5 Where the directors authorise a Conflict
- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict, and insofar as he does not do so their authorisation will no longer be valid, and
  - (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation and provided that the conflicted director is not in breach of his duties set out in sections 71 to 177 of the Act otherwise than by reason of the mere existence of the conflict
- 11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

## **12. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means (including but not limited to telephone, text message or e-mail) such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

## 12.1 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any limitation. When the minimum number of directors shall be one, a sole director may exercise all powers and authorities vested in the directors by the Model Articles and by these articles

## 12.2 ALTERNATE DIRECTORS

12.2.1 Any director (other than an alternate director) (in this article, the **appointor**) may appoint any person (whether or not a director) to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

12.2.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

12.2.3 The notice must

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

12.2.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor

12.2.5 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

12.2.6 A person who is an alternate director but not a director



- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate)

12.2.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision)

12.2.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct

- (a) An alternate director's appointment as an alternate terminates
- (b) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (c) 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, or
- (d) when the alternate director's appointor ceases to be a director for whatever reason

### **13. APPOINTMENT OF DIRECTORS**

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

#### **14. SECRETARY**

The Company is not required to have a secretary, but directors may choose to appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

#### **15. RIGHT TO DEMAND A POLL**

15.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

15.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words ‘A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made’ as a new paragraph at the end of that article

#### **16. PROXIES**

Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words ‘is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate’

#### **17. NO VOTING RIGHTS FOR SHARES ON WHICH MONEY IS OWED TO THE COMPANY**

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

#### **18. NOTICE**

18.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 18.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

## **19. INDEMNITY**

- 19.1 Subject to article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),  
  
including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs but not including any of the matters set out in section 234 (3) of the Act, and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 16(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

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

- 19.3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

- (b) a 'relevant officer' means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

## **20. TRANSFER OF SHARES**

- 20.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor, and, unless the share is fully paid, the transferee
- 20.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 20.3 The company may retain any instrument of transfer which is registered
- 20.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 20.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

## **21. INSURANCE**

In accordance with section 233 of the Act, the directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any liability attaching to him which relates to the Company

## **22. DIVIDENDS**

- 22.1 In addition to the provisions as set out in the Model Articles, except as otherwise provided for by the Articles or the rights attached to shares, all dividends must be
- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
- (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- 22.2 If any share is issued on terms providing that it ranks for dividend as from a particular date that share ranks for dividend accordingly
- 22.3 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

**23. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY**

**23.1 If**

- (a) a share is subject to the Company's lien, and,
- (b) the directors are entitled to issue a Lien Enforcement Notice in respect of it, they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a Lien Enforcement Notice

**23.2** Money so deducted under article 23.1 above must be used to pay any of the sums payable in respect of that share

**23.3** The Company must notify the distribution recipient in writing of

- (a) the fact and amount of any such deduction,
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- (c) how the money deducted has been applied

**24. COMPANY'S LIEN OVER SHARES**

**24.1** The Company has a lien (the **Company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future

**24.2** The Company's lien over a share

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

**24.3** 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.

**25. ENFORCEMENT OF THE COMPANY'S LIEN**

**25.1** Subject to the provisions of this article, if

- (a) a Lien Enforcement Notice has been given in respect of a share, and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide

#### 25.2 A Lien Enforcement Notice

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- (d) must be addressed either to the holder of the share or to a transmittee of that holder, and
- (e) must state the Company's intention to sell the share if the notice is not complied with

#### 25.3 Where shares are sold under this article

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

#### 25.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice

25.5 A statutory declaration by a director (or a Company secretary, if appointed) that the declarant is a director (or Company secretary) and that a share has been sold to satisfy the Company's lien on a specified date

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

(b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

## **26. CALL NOTICES**

26.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a shareholder requiring the shareholder to pay the Company a specified sum of money (a **call**) which is payable to the Company at the date when the directors decide to send the call notice

26.2 A call notice

(a) may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the Company,

(b) must state when and how any call to which it relates is to be paid, and

(c) may permit or require the call to be made in instalments

26.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent

26.4 Before the Company has received any call due under a call notice the directors may

(a) revoke it wholly or in part, or

(b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made

## **27. LIABILITY TO PAY CALLS**

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

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

27.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

- (a) to pay calls which are not the same, or
- (b) to pay calls at different times

## **28. WHEN CALL NOTICE NEED NOT BE ISSUED**

28.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share

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

28.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

## **29. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**

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

- (a) the directors may issue a notice of intended forfeiture to that person, and
- (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate

29.2 For the purposes of this article

- (a) the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date, and
- (b) the "relevant rate" is
  - (i) the rate fixed by the terms on which the share in respect of which the
  - (ii) call is due was allotted,
  - (iii) 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
  - (iv) if no rate is fixed in either of these ways, 5 per cent per annum



29.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

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

### **30. NOTICE OF INTENDED FORFEITURE**

A notice of intended forfeiture

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder,
- (c) must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

### **31. DIRECTORS' POWER TO FORFEIT SHARES**

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

### **32. EFFECT OF FORFEITURE**

32.1 Subject to the Articles, the forfeiture of a share extinguishes

- (a) all interests in that share, and all claims and demands against the Company in respect of it, and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company

32.2 Any share which is forfeited in accordance with the Articles

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,

- (b) is deemed to be the property of the Company, and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit

32.3 If a person's shares have been forfeited

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of shareholders,
- (b) that person ceases to be a shareholder in respect of those shares,
- (c) that person must surrender the certificate for the shares forfeited to the Company for
- (d) cancellation,
- (e) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
- (f) 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

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

### **33. PROCEDURE FOLLOWING FORFEITURE**

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

33.2 A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

33.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

33.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

(a) was, or would have become, payable, and

(b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

#### **34. SURRENDER OF SHARES**

34.1 A shareholder may surrender any share

(a) in respect of which the directors may issue a notice of intended forfeiture,

(b) which the directors may forfeit, or

(c) which has been forfeited

34.2 The directors may accept the surrender of any such share

34.3 The effect of surrender on a share is the same as the effect of forfeiture on that share

34.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited