

Company Number: 07825355

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

- of -

**BOWNESS BAY BREWING LIMITED**  
("the Company")

Passed: 21 FEBRUARY 2019

The following written resolutions of the Company were passed as an ordinary resolution and special resolutions on the above date in accordance with Chapter 2 of Part 13 of the Companies Act 2006:

- |   |
|---|
| 1. THAT by <b>Ordinary Resolution</b> the directors are unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to allot for the period of one year following the date of these written resolutions 20 Ordinary Shares and 180 A Ordinary Shares |
| 2. THAT by <b>Special Resolution</b> and virtue of section 571 of the Companies Act 2006, section 561 of the Companies Act 2006 shall not apply to the allotment of 20 Ordinary Shares and 180 A Ordinary Shares  |
| 3. THAT by <b>Special Resolution</b> the draft articles of association attached are adopted by the Company in substitution for, and to the exclusion of, its existing articles of association   |

Signed: D. Husband

Director



**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY SHARES**

---

**ARTICLES OF ASSOCIATION**  
**- of -**  
**BOWNESS BAY BREWING LIMITED**

**Company Number: 07825355**

**Incorporated on 27 October 2011**

**Adopted by special resolution on**

21 FEBRUARY 2019

**LAYTONS<sup>LLP</sup>**

**GUILDFORD • LONDON • MANCHESTER**

[laytons.com](http://laytons.com)

## **INDEX**

1.	DEFINED TERMS AND INTERPRETATION .....	6
2.	LIABILITY OF MEMBERS .....	9
3.	DIRECTORS' GENERAL AUTHORITY .....	9
4.	POWER TO CHANGE THE COMPANY'S NAME.....	9
5.	MEMBERS' RESERVE POWER.....	9
6.	DIRECTORS MAY DELEGATE .....	10
7.	COMMITTEES.....	10
8.	DIRECTORS TO TAKE DECISIONS COLLECTIVELY .....	11
9.	UNANIMOUS DECISIONS .....	11
10.	CALLING A DIRECTORS' MEETING .....	11
11.	PARTICIPATION IN DIRECTORS' MEETINGS .....	12
12.	QUORUM FOR DIRECTORS' MEETINGS .....	12
13.	CHAIRING OF DIRECTORS' MEETINGS .....	13
14.	CASTING VOTE.....	13
15.	DIRECTORS' INTERESTS .....	13
16.	DIRECTORS' CONFLICTS OF INTEREST .....	14
17.	RECORDS OF DECISIONS TO BE KEPT .....	17
18.	DIRECTORS' DISCRETION TO MAKE FURTHER RULES.....	17
19.	METHODS OF APPOINTING AND REMOVING DIRECTORS.....	17
20.	TERMINATION OF DIRECTOR'S APPOINTMENT .....	18
21.	DIRECTORS' REMUNERATION .....	18
22.	DIRECTORS' EXPENSES .....	19
23.	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE.....	19

24.	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS.....	19
25.	FURTHER ISSUES OF SHARES: PRE-EMPTION RIGHTS .....	19
26.	COMPANY'S LIEN OVER SHARES.....	20
27.	ENFORCEMENT OF THE COMPANY'S LIEN.....	21
28.	CALL NOTICES.....	22
29.	LIABILITY TO PAY CALLS.....	23
30.	WHEN CALL NOTICE NEED NOT BE ISSUED .....	23
31.	FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES .....	23
32.	NOTICE OF INTENDED FORFEITURE.....	24
33.	DIRECTORS' POWER TO FORFEIT SHARES.....	25
34.	EFFECT OF FORFEITURE.....	25
35.	PROCEDURE FOLLOWING FORFEITURE .....	26
36.	SURRENDER OF SHARES.....	26
37.	SHARE CERTIFICATES .....	27
38.	REPLACEMENT SHARE CERTIFICATES.....	27
39.	TRANSFER OF SHARES - GENERAL .....	28
40.	VOLUNTARY TRANSFERS: PRE-EMPTION RIGHTS .....	29
41.	PROHIBITED TRANSFERS .....	33
42.	TRANSMISSION OF SHARES.....	33
43.	DRAW ALONG.....	34
44.	TAG ALONG .....	36
45.	COMPANY'S POWERS – GUARANTEES AND FINANCIAL ASSISTANCE.....	37
46.	EXERCISE OF TRANSMITTEES' RIGHTS.....	37
47.	TRANSMITTEES BOUND BY PRIOR NOTICES .....	38
48.	PROCEDURE FOR DECLARING DIVIDENDS.....	38
49.	CALCULATION OF DIVIDENDS .....	39

50.	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS .....	39
51.	NO INTEREST ON DISTRIBUTIONS.....	40
52.	UNCLAIMED DISTRIBUTIONS.....	40
53.	NON-CASH DISTRIBUTIONS.....	41
54.	WAIVER OF DISTRIBUTIONS.....	41
55.	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS .....	41
56.	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS.....	42
57.	QUORUM FOR GENERAL MEETINGS.....	43
58.	CHAIRING GENERAL MEETINGS.....	43
59.	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS .....	44
60.	ADJOURNMENT .....	44
61.	VOTING: GENERAL.....	45
62.	ERRORS AND DISPUTES .....	45
63.	POLL VOTES .....	45
64.	CONTENT OF PROXY NOTICES.....	46
65.	DELIVERY OF PROXY NOTICES .....	47
66.	AMENDMENTS TO RESOLUTIONS .....	48
67.	NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY .....	48
68.	CLASS MEETINGS.....	48
69.	MEANS OF COMMUNICATION TO BE USED.....	49
70.	DEEMED DELIVERY OF DOCUMENTS AND INFORMATION.....	50
71.	COMPANY SEALS.....	51
72.	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS.....	51
73.	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS.....	52
74.	SECRETARY .....	52
75.	INDEMNITY .....	52

**The Companies Act 2006**  
**Private Company Limited by Shares**  
**ARTICLES OF ASSOCIATION**

**of**

**BOWNESS BAY BREWING LIMITED**

**PART 1, INTERPRETATION AND LIMITATION OF LIABILITY**

**1. DEFINED TERMS AND INTERPRETATION**

**1.1** In the articles, unless the context requires otherwise:

"A Ordinary Shares"	means the A ordinary shares of £1.00 each in the capital of the company;
"address"	has the meaning given in section 1148 of the Companies Act 2006;
"articles"	means the company's articles of association;
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"call"	has the meaning given in article 28;
"call notice"	has the meaning given in article 28;
"chairman"	has the meaning given in article 13;
"chairman of the meeting"	has the meaning given in article 58;
"clear days"	in relation to a notice, excludes the day the notice is deemed under the articles to be given and the day on which the specified period expires;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
"company's lien"	has the meaning given in article 26;
"Control"	means the beneficial ownership of more than 50% of the issued share capital of the company, or the legal

	power to direct or cause the direction of the management of the company, and the expression <b>Change of Control</b> shall be construed accordingly;
"director"	means a director of the company, and includes any person occupying the position of director, by whatever name called;
"distribution recipient"	has the meaning given in article 50;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"electronic means"	has the meaning given in section 1168 of the Companies Act 2006;
"eligible director"	has the meaning given in article 9;
"fully paid"	in relation to a share means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006
"holder"	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
"instrument"	means a document in hard copy form;
"JL"	means Jim Law;
"lien enforcement notice"	has the meaning given in article 27;
"MH"	means Michael Holden;
"Offer Notice"	means a notice served in accordance with article 40.10;
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006;
"Ordinary Shares"	means the ordinary shares of £1.00 each in the capital of the Company;

"paid"	means paid or credited as paid;
"participate"	in relation to a directors' meeting, has the meaning given in article 11;
"proxy notice"	has the meaning given in article 64;
"relevant officer"	means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or of any undertaking in the same group as the company;
"shares"	means the A Ordinary Shares and the Ordinary Shares;
"special resolution"	has the meaning given in section 283 of the Companies Act 2006;
"subsidiary"	has the meaning given in section 1159 of the Companies Act 2006;
"transmittee"	means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;
"Valuers"	a firm of chartered accountants agreed between the Seller (as defined in article 40.1) and the directors or, in default of such agreement, within 10 working days of the Seller's or the directors' (as the case may be) written notification to the other party that the appointment of the proposed firm of chartered accountants is not agreed, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party; and
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2** The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.



- 1.3** Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when the articles become binding on the company.
- 1.4** Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5** Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

**2. LIABILITY OF MEMBERS**

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

**PART 2, DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

**3. DIRECTORS' GENERAL AUTHORITY**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

**4. POWER TO CHANGE THE COMPANY'S NAME**

The directors may from time to time change the name of the company to any name considered by the directors to be advantageous, expedient or otherwise desirable.

**5. MEMBERS' RESERVE POWER**

- 5.1** The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2** No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **6. DIRECTORS MAY DELEGATE**

**6.1** Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- 6.1.1 to such person or committee;
- 6.1.2 by such means (including by power of attorney);
- 6.1.3 to such an extent;
- 6.1.4 in relation to such matters or territories; and
- 6.1.5 on such terms and conditions

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

**6.2** If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

**6.3** The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. COMMITTEES**

**7.1** Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

**7.2** A member of a committee need not be a director.

**7.3** The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

**8.1** The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

**8.2** If:

8.2.1 the company only has one director; and

8.2.2 no provision of the 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 the articles relating to directors' decision-making.

### **9. UNANIMOUS DECISIONS**

**9.1** 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.

**9.2** Such a decision may take the form of a resolution in writing signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.

**9.3** References in the articles 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 excluding any director whose vote is not to be counted in respect of that particular matter).

**9.4** A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

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

**10.1** Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

**10.2** Notice of any directors' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

10.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

**10.3** Notice of a directors' meeting need not be in writing and must be given to each director provided that, if a director is absent (whether habitually or temporarily) from the United Kingdom, the company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom.

**10.4** Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **11. PARTICIPATION IN DIRECTORS' MEETINGS**

**11.1** Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

11.1.1 the meeting has been called and takes place in accordance with the articles; and

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

**11.2** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

**11.3** If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

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

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

**12.2** The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two provided that:

12.2.1 if and so long as there is only one director the quorum shall be one; and

12.2.2 for the purposes of any meeting held pursuant to article 16 to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum shall be one.

**12.3** If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

12.3.1 to appoint further directors; or

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

### **13. CHAIRING OF DIRECTORS' MEETINGS**

**13.1** The directors may appoint a director to chair their meetings.

**13.2** The person so appointed for the time being is known as the chairman.

**13.3** The directors may terminate the chairman's appointment at any time.

**13.4** If no director has been appointed chairman, or the chairman is unwilling to chair the meeting or is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

### **14. CASTING VOTE**

If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

### **15. DIRECTORS' INTERESTS**

Except to the extent that article 16 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company.

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

**16.1** Subject to the provisions of the Companies Act 2006 and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 16, he would or might be in breach of his duty under the Companies Act 2006 to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the company, or promoted by the company or by any undertaking in the same group as the company, or in which the company or any undertaking in the same group as the company is otherwise interested.

**16.2** No director shall:

16.2.1 by reason of his office, be accountable to the company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 16.1 (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);

16.2.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 16.1; or

16.2.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 16.1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

**16.3** A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of

the nature and extent so specified; and an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**16.4** The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

16.4.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

- (a) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
- (b) may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his votes had not been counted; and

16.4.2 where the directors give authority in relation to such a conflict:

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict;
- (b) the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any

terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;

- (c) the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the company for any benefit that he receives as a result of the conflict;
- (e) the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (g) the directors may withdraw such authority at any time.

**16.5** Subject to article 16.6, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman, whose ruling in relation to any director other than the chairman is to be final and conclusive.

**16.6** If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.



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

The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

**18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

**APPOINTMENT OF DIRECTORS**

**19. METHODS OF APPOINTING AND REMOVING DIRECTORS**

**19.1** For so long as JL holds Shares, JL may from time to time appoint one person to be a director (the **JL Director**), and for so long as MH holds Shares, MH may from time to time appoint one person to be a director (the **MH Director**).

**19.2** Any appointment or removal of the JL Director or the MH Director shall be in writing, served on the company, and signed by JL or MH (as the case may be), and shall take effect at the time it served on the company or produced to a meeting of the directors, whichever is earlier.

**19.3** On any resolution to remove the JL Director or the MH Director, the shares of its appointee shall carry at least one vote in excess of 75% of the votes exercisable at the general meeting at which that resolution is proposed.

**19.4** 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:

19.4.1 by ordinary resolution;

19.4.2 by a decision of the directors; or

19.4.3 pursuant to article 19.1.

**19.5** If the company has no directors and, by virtue of death or bankruptcy, no member is capable of acting, the transmittee of the last member to have died or to have had a bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a director.

**19.6** For the purposes of article 19.5, 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.

## **20. TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as:

20.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

20.1.2 a bankruptcy order is made against that person;

20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

20.1.4 he becomes, in the opinion of all his co-directors, physically or mentally incapable of discharging his duties as a director;

20.1.5 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

20.1.6 he is otherwise duly removed from office.

## **21. DIRECTORS' REMUNERATION**

**21.1** Directors may undertake any services for the company that the directors decide.

**21.2** Directors are entitled to such remuneration as the directors determine:

21.2.1 for their services to the company as directors; and

21.2.2 for any other service which they undertake for the company.

**21.3** Subject to the articles, a director's remuneration may:

21.3.1 take any form; and

21.3.2 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.

- 21.4** Unless the directors decide otherwise, directors' remuneration accrues from day to day.

**22. DIRECTORS' EXPENSES**

The company may pay any reasonable expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:

- 22.1.1 meetings of directors or committees of directors;
- 22.1.2 general meetings; or
- 22.1.3 separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

**PART 3, SHARES AND DISTRIBUTIONS**

**SHARES**

**23. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 23.1** Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 23.2** The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

**24. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

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

- 25.1** Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless

the Company has first offered them to all members on the date of the offer on the same terms, save as to the rights associated with their respective class, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those members (as nearly as possible without involving fractions).

**25.2** The offer:

25.2.1 shall be in writing, shall be open for acceptance for a period of 15 working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

25.2.2 may stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.

**25.3** Any equity securities not accepted by members pursuant to the offer made to them in accordance with articles 25.1 and 25.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 25.2.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him). After that allotment, any Excess Securities 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 members.

## **LIEN AND FORFEITURE**

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

**26.1** 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.

**26.2** The company's lien over a share:

26.2.1 takes priority over any third party's interest in that share; and

26.2.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.

**26.3** 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.

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

**27.1** Subject to the provisions of this article, if:

27.1.1 a lien enforcement notice has been given in respect of a share; and

27.1.2 the person to whom the notice was given has failed to comply with it, the company may sell that share in such manner as the directors decide.

**27.2** A lien enforcement notice:

27.2.1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

27.2.2 must specify the share concerned;

27.2.3 must require payment of the sum within 14 clear days of the notice;

27.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and

27.2.5 must state the company's intention to sell the share if the notice is not complied with.

**27.3** Where shares are sold under this article:

27.3.1 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

27.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

- 27.4** 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:
- 27.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
  - 27.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or 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 over the shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice.
- 27.5** A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
- 27.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
  - 27.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

## **28. CALL NOTICES**

- 28.1** Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a member requiring the member to pay the company a specified sum of money (a **call**) which is payable in respect of his shares at the date when the directors decide to send the call notice.
- 28.2** A call notice:
- 28.2.1 may not require a member to pay a call which exceeds the total sum unpaid on the shares (whether as to nominal value or any amount payable to the company by way of premium);
  - 28.2.2 must state when and how any call to which it relates is to be paid; and
  - 28.2.3 may permit or require the call to be made in instalments.

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

**28.4** Before the company has received any call due under a call notice the directors may:

28.4.1 revoke it wholly or in part; or

28.4.2 specify a later time for payment than is specified in the notice,  
by a further notice in writing to the member in respect of whose shares the call is made.

## **29. LIABILITY TO PAY CALLS**

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

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

**29.3** 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:

29.3.1 to pay calls which are not the same; or

29.3.2 to pay calls at different times.

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

**30.1** 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:

30.1.1 on allotment;

30.1.2 on the occurrence of a particular event; or

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

**30.2** 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.

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

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

31.1.1 the directors may issue a notice of intended forfeiture to that person; and

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

**31.2** For the purposes of this article:

31.2.1 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 it is that later date; and

31.2.2 the **relevant rate** is

- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
- (b) 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
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

**31.3** 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.

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

## **32. NOTICE OF INTENDED FORFEITURE**

A notice of intended forfeiture:

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

32.1.2 must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;

32.1.3 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;

32.1.4 must state how the payment is to be made; and

32.1.5 must state that, if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.



### **33. 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.

### **34. EFFECT OF FORFEITURE**

#### **34.1** Subject to the articles, the forfeiture of a share extinguishes:

- 34.1.1 all interests in that share, and all claims and demands against the company in respect of it; and
- 34.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

#### **34.2** Any share which is forfeited in accordance with the articles:

- 34.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
- 34.2.2 is deemed to be the property of the company; and
- 34.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

#### **34.3** If a person's shares have been forfeited:

- 34.3.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;
- 34.3.2 that person ceases to be a member in respect of those shares;
- 34.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
- 34.3.4 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
- 34.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 34.4** 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.

**35. PROCEDURE FOLLOWING FORFEITURE**

- 35.1** 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.

- 35.2** 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:

35.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

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

- 35.3** 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.

- 35.4** 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:

35.4.1 was, or would have become, payable; and

35.4.2 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.

**36. SURRENDER OF SHARES**

- 36.1** A member may surrender any share:

36.1.1 in respect of which the directors may issue a notice of intended forfeiture;

36.1.2 which the directors may forfeit; or

36.1.3 which has been forfeited.

- 36.2** The directors may accept the surrender of any such share.
- 36.3** The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 36.4** A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

## **37. SHARE CERTIFICATES**

- 37.1** The company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.
- 37.2** Every certificate must specify:
- 37.2.1 in respect of how many shares, of what class, it is issued;
  - 37.2.2 the nominal value of those shares;
  - 37.2.3 the amount paid up on them; and
  - 37.2.4 any distinguishing numbers assigned to them.
- 37.3** No certificate may be issued in respect of shares of more than one class.
- 37.4** If more than one person holds a share, only one certificate may be issued in respect of it.
- 37.5** Certificates must:
- 37.5.1 have affixed to them the company's common seal; or
  - 37.5.2 be otherwise executed in accordance with the Companies Acts.
- 37.6** The directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate.

## **38. REPLACEMENT SHARE CERTIFICATES**

- 38.1** If a certificate issued in respect of a member's shares is:
- 38.1.1 damaged or defaced; or
  - 38.1.2 said to be lost, stolen or destroyed,
- that member is entitled to be issued with a replacement certificate in respect of the same shares.
- 38.2** A member exercising the right to be issued with such a replacement certificate:
- 38.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

38.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

38.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

### **39. TRANSFER OF SHARES - GENERAL**

**39.1** In these articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:

39.1.1 of any share or shares of the company; or

39.1.2 of any interest of any kind in any share or shares of the company; or

39.1.3 of any right to receive or subscribe for any share or shares of the company.

**39.2** The directors shall not register the transfer of any share or any interest, if it is prohibited under article 41 (**Prohibited Transfers**).

**39.3** If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the company, send to the transferee notice of, and the reasons for, the refusal.

**39.4** An obligation to transfer a share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

**39.5** 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 (if any of the shares is partly paid) the transferee.

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

**39.7** The company may retain any instrument of transfer which is registered.

**39.8** The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

**40. VOLUNTARY TRANSFERS: PRE-EMPTION RIGHTS**

**40.1** If any member wishes to transfer any shares (**Seller**) to a third party, such shares must first be offered to the other members of the company who in the manner set out in this article 40 before the Seller is able to transfer or agree to transfer such shares to a third party.

**40.2** A Seller must first serve notice in writing (**Transfer Notice**) on the company of his wish to make a transfer of his shares and must set out in the Transfer Notice:

40.2.1 the number and class of shares (**Sale Shares**, and each one a **Sale Share**) which he wishes to transfer;

40.2.2 if there is a specific proposed transferee to whom the Seller wishes to transfer the Sale Shares, the identity of such third party;

40.2.3 the price per share at which the Seller wishes to transfer the Sale Shares (**Proposed Sale Price**); and

40.2.4 whether the Transfer Notice is conditional upon all (and not some) of the Sale Shares being sold pursuant to the following provisions of this article 40 (**Total Transfer Condition**).

**40.3** Each Transfer Notice shall:

40.3.1 relate to one class of shares only;

40.3.2 constitute the company as the agent of the Seller for the sale of the Sale Shares on the terms of this article 40; and

40.3.3 save as provided in article 40.8, be irrevocable.

**40.4** After the Transfer Notice is served on the company by the Seller, the Sale Shares shall be offered for purchase in accordance with this article 40 at a price per Sale Share (**Sale Price**) as is agreed between the Seller and the directors or, if there is no such agreement by the end of the 15th working day after the date of service of the Transfer Notice:

40.4.1 if the directors so elect during that 15 working day period, the Sale Price shall be the price per Sale Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (**Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these articles the Sale Price shall be deemed to have been determined on the date of the receipt by the company of the Valuer's report); or

40.4.2 otherwise the Sale Price shall be the Proposed Sale Price (in which case for the purpose of these articles the Sale Price shall be deemed to have been agreed at the end of that 15th working day).

**40.5** If instructed to report on their opinion of Market Value under article 40.4 , the Valuers shall:

40.5.1 act as expert and not as arbitrator and their written determination shall be final and binding on the members; and

40.5.2 proceed on the basis that:

- (a) the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of shares of which the Sale Shares form part, divided by the number of issued shares then comprised in that class;
- (b) there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares; and
- (c) any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion.

**40.6** The company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the directors and the Seller within 28 days of being requested to do so.

**40.7** The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation having regard to the conduct of the parties and the merit of their arguments in respect of the matters in dispute or otherwise (in the absence of any such specification by the Valuers) as to one half by the Seller and as to the other half by the company unless the Seller revokes the Transfer Notice pursuant to article 43.8, in which case the Seller shall pay all the Valuers' fees.

**40.8** If the Market Value is reported on by the Valuers under article 40.7 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not stated to be, or is not deemed by these articles to be, irrevocable by giving written

notice to the directors within the period of five working days after the date the Seller is provided the Valuers' written opinion of the Market Value.

**40.9** The directors shall, at least 10 working days after and no more than 20 working days after the Sale Price has been agreed or determined give an Offer Notice to all members to whom the Sale Shares are to be offered in accordance with these articles.

**40.10** An Offer Notice shall:

40.10.1 specify the Sale Price;

40.10.2 contain the other details included in the Transfer Notice; and

40.10.3 invite each of the relevant members (other than the Seller) to apply in writing within 20 working days after service of such Offer Notice setting out the number of Sale Shares he wishes to acquire and, if he so desires, that he would be willing to purchase a particular proportionate entitlement of such Sale Shares as set out in article 40.11.1,

and shall expire 20 working days after its service.

**40.11** After the expiry date of the Offer Notice, the directors shall allocate the Sale Shares in accordance with the applications received save that:

40.11.1 if there are applications from members for more than the number of Sale Shares available, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any member more Sale Shares than the maximum number applied for by him) to the number of shares then held by them respectively; however, if any members indicate that they would be willing to purchase a particular proportionate entitlement (**Excess Shares**), in which case, applications for Excess Shares shall be allocated in accordance with such applications, or in the event of competition among those members applying for Excess Shares in such proportions as equal (as nearly as may be) to the proportions of all the shares held by such members;

40.11.2 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst them in such manner as the directors shall think fit; and

40.11.3 if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.

**40.12** The directors shall, within 5 working days of the expiry date of the Offer Notice, give notice in writing (**Allocation Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Buyer**) setting out:

40.12.1 the name and address of each Buyer;

40.12.2 the number and class of Sale Shares agreed to be purchased by each Buyer;

40.12.3 the aggregate price payable for them; and

40.12.4 the date and time when each Buyer must pay the Seller in respect of the Sale Shares allocated to such Buyer and the Seller must deliver the relative share certificate(s) to that Buyer.

**40.13** Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the company at the date and time specified in the Allocation Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate(s) to that Buyer.

**40.14** The Seller may, during the period of 30 working days immediately following the expiry date of the Offer Notice, sell all or any of these Sale Shares, for which an Allocation Notice has not been given, by way of bona fide sale to the proposed transferee named in the Transfer Notice or, if none was so named, to any transferee, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:

40.14.1 the Seller may not transfer such share and the directors shall not register any transfer to a transferee who is not at that date a member unless such transferee is first approved in writing by the directors; and

40.14.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of the directors, to sell only some of the Sale Shares under this article 40.14.

**40.15** If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this article 40, the directors may authorise any director of the



company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of members in purported exercise of the power conferred by this article 40.15 the validity of the proceedings shall not be questioned by any person.

**41. PROHIBITED TRANSFERS**

Notwithstanding any other provision of these articles, no transfer of any share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

**42. TRANSMISSION OF SHARES**

**42.1** If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

**42.2** A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

42.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

42.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

**42.3** But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

**43. DRAG ALONG**

**43.1** If the holders of 51% 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 holders of the shares (**Called Shareholders**) to sell and transfer all their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).

**43.2** 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:

43.2.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 43;

43.2.2 the person to whom the Called Shares are to be transferred;

43.2.3 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

43.2.4 the proposed date of the transfer.

**43.3** 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 60 working 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.

**43.4** No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 43.

**43.5** 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:

43.5.1 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

43.5.2 that date is less than 3 working days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 3<sup>rd</sup> working day after service of the Drag Along Notice.

**43.6** The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to the rights of pre-emption set out in article 40, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.

**43.7** On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms 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 43.2.3 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.

**43.8** 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 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 43 in respect of their Shares.

**43.9** If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 43.7) transfer(s) 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) 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 such person. Failure to produce a share certificate shall not impede the registration of shares under this article 43.

**43.10** Following the issue of a Drag Along Notice, upon any person exercising a pre-existing option to acquire shares in the company or exercising a conversion right in respect of any convertible security of the company (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 43 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.

#### **44. TAG ALONG**

**44.1** Subject to article 40, but notwithstanding any other provisions in these articles no sale or transfer or other disposition of any interest in the shares shall have any effect if it were to result in a Change of Control unless before the transfer is lodged for registration the proposed third party purchaser (the **Third Party Purchaser**) has made a bona fide offer in accordance with these articles to purchase all the shares held by Shareholders who are not acting in concert or otherwise are connected with the Third Party Purchaser (the **Uncommitted Shares**).

**44.2** An offer made under article 44.1 shall be in writing, be open for acceptance for at least 21 days and be deemed to have been rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase.

**44.3** If the price or its cash equivalent for the shares cannot be agreed within 21 days of the proposed sale or transfer referred to in article 44.1 between the Third Party Purchaser and Shareholders holding greater than 51% of the shares (excluding any Shareholders acting in concert or otherwise connected with the Third Party Purchaser), it may be referred by any Shareholder to the an independent accountant such accountant shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, who shall determine and certify the sum per share considered by them to be the fair value thereof and,

pending such determination, the sale or transfer referred to in article 44.1 shall have no effect.

**45. COMPANY'S POWERS – GUARANTEES AND FINANCIAL ASSISTANCE**

**45.1** The Company shall have the power to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 1159 Companies Act 2006) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business

**45.2** While the Company remains a private company, and subject to the provisions of the Companies Act 2006 (as amended), to:

45.2.1 remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him it or them of shares or securities of the Company credited as paid in full or in part or otherwise; and

45.2.2 give financial assistance (within the meaning of section 671(1) Companies Act 2006).

**46. EXERCISE OF TRANSMITTEES' RIGHTS**

**46.1** Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

**46.2** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

**46.3** Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect

of the share, and as if the event which gave rise to the transmission had not occurred.

**47. TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

**48. PROCEDURE FOR DECLARING DIVIDENDS**

- 48.1** For the purposes of articles 48 to 54, the A Ordinary Shares and the Ordinary Shares shall be treated as separate classes of shares, meaning that, for the avoidance of doubt, different amount(s) of dividend (if any) may be declared by the company on each class of share.
- 48.2** The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 48.3** A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 48.4** No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 48.5** Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 48.6** If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

**48.7** The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

**48.8** If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

#### **49. CALCULATION OF DIVIDENDS**

**49.1** Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:

49.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

49.1.2 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.

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

**49.3** 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.

#### **50. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

**50.1** Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

50.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

50.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

50.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

50.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

**50.2** In the articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:

50.2.1 the holder of the share; or

50.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

50.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## **51. 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:

51.1.1 the terms on which the share was issued, or

51.1.2 the provisions of another agreement between the holder of that share and the company.

## **52. UNCLAIMED DISTRIBUTIONS**

**52.1** All dividends or other sums which are:

52.1.1 payable in respect of shares, and

52.1.2 unclaimed after having been declared or become payable,  
may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

**52.2** The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

**52.3** If:

52.3.1 12 years have passed from the date on which a dividend or other sum became due for payment, and

52.3.2 the distribution recipient has not claimed it,  
the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.



### **53. NON-CASH DISTRIBUTIONS**

- 53.1** Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 53.2** For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- 53.2.1 fixing the value of any assets;
  - 53.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - 53.2.3 vesting any assets in trustees.

### **54. WAIVER OF DISTRIBUTIONS**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

- 54.1.1 the share has more than one holder; or
  - 54.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## **CAPITALISATION OF PROFITS**

### **55. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

- 55.1** Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- 55.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

- 55.1.2 appropriate any sum which they so decide to capitalise (a capitalised sum) to the persons who would have been entitled to it if it were distributed by way of dividend (the persons entitled) and in the same proportions.
- 55.2** Capitalised sums must be applied:
- 55.2.1 on behalf of the persons entitled, and
- 55.2.2 in the same proportions as a dividend would have been distributed to them.
- 55.3** Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 55.4** A capitalised sum which was appropriated from profits available for distribution may be applied:
- 55.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
- 55.4.2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 55.5** Subject to the articles the directors may:
- 55.5.1 apply capitalised sums in accordance with articles 55.3 and 55.4 partly in one way and partly in another:
- 55.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- 55.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## **PART 4, DECISION-MAKING BY MEMBERS**

### **ORGANISATION OF GENERAL MEETINGS**

#### **56. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 56.1** A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during

the meeting, any information or opinions which that person has on the business of the meeting.

**56.2** A person is able to exercise the right to vote at a general meeting when:

56.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

56.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

**56.3** The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

**56.4** In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

**56.5** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **57. QUORUM FOR GENERAL MEETINGS**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **58. CHAIRING GENERAL MEETINGS**

**58.1** If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

**58.2** If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start:

58.2.1 the directors present, or

58.2.2 (if no directors are present), the meeting,  
must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

**58.3** The person chairing a meeting in accordance with this article is referred to as the chairman of the meeting.

**59. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

**59.1** Directors may attend and speak at general meetings, whether or not they are members.

**59.2** The chairman of the meeting may permit other persons who are not:

59.2.1 members, or

59.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,  
to attend and speak at a general meeting.

**60. ADJOURNMENT**

**60.1** If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it.

**60.2** The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

60.2.1 the meeting consents to an adjournment; or

60.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

**60.3** The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

**60.4** When adjourning a general meeting, the chairman of the meeting must:

60.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

60.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 60.5** If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven clear days' notice of it:
- 60.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
  - 60.5.2 containing the same information which such notice is required to contain.
- 60.6** No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **61. VOTING: GENERAL**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### **62. ERRORS AND DISPUTES**

- 62.1** No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 62.2** Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **63. POLL VOTES**

- 63.1** A poll on a resolution may be demanded:
- 63.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 63.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

**63.2** A poll on a resolution may be demanded by the chairman of the meeting, the directors or by any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.

**63.3** A demand for a poll may be withdrawn if:

63.3.1 the poll has not yet been taken; and

63.3.2 the chairman of the meeting consents to the withdrawal.

**63.4** A demand withdrawn in accordance with article 63.3 shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

**63.5** Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **64. CONTENT OF PROXY NOTICES**

**64.1** Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

64.1.1 states the name and address of the member appointing the proxy;

64.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

64.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

64.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

**64.2** The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

**64.3** Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the company shall not be obliged to ascertain that any proxy has complied with those or any

other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

**64.4** On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

64.4.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or

64.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution, the proxy is entitled to one vote for and one vote against the resolution.

**64.5** Unless a proxy notice indicates otherwise, it must be treated as:

64.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

64.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **65. DELIVERY OF PROXY NOTICES**

**65.1** 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.

**65.2** An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

**65.3** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

**65.4** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **66. AMENDMENTS TO RESOLUTIONS**

**66.1** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

66.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

66.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

**66.2** A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

66.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

66.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

**66.3** If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **67. NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY**

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

## **APPLICATION OF RULES TO CLASS MEETINGS**

## **68. CLASS MEETINGS**

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



## **PART 5, ADMINISTRATIVE ARRANGEMENTS**

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

- 69.1** Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 69.2** Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 69.3** In the case of joint holders of a share, except insofar as the articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.
- 69.4** In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 69.5** A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices,

documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.

**69.6** Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

**69.7** A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **70. DEEMED DELIVERY OF DOCUMENTS AND INFORMATION**

Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient:

70.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

70.1.2 where (without prejudice to article 70.1.4) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall

- be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 70.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
- 70.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;
- 70.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## **71. COMPANY SEALS**

- 71.1** Any common seal may only be used by the authority of the directors.
- 71.2** The directors may decide by what means and in what form any common seal is to be used.
- 71.3** Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 71.4** For the purposes of this article, an authorised person is:
- 71.4.1 any director of the company;
  - 71.4.2 the company secretary (if any); or
  - 71.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **72. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

**73. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

**74. SECRETARY**

Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

**DIRECTORS; INDEMNITY AND INSURANCE**

**75. INDEMNITY**

**75.1** Subject to article 75.2 (but without prejudice to any indemnity to which a director is otherwise entitled):

75.1.1 a relevant director may be indemnified out of the company's assets to whatever extent the directors may determine against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any undertaking in the same group as the company;
- (b) any liability incurred by that director in connection with the activities of the company, or any undertaking in the same group as the company, in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

- (c) any other liability incurred by that director as an officer of the company or of any undertaking in the same group as the company; and

75.1.2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a director in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

**75.2** This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## **76. INSURANCE**

**76.1** The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

**76.2** In this article, a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any undertaking in the same group as the company or any pension fund or employees' share scheme of the company or of any undertaking in the same group as the company.