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CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8933996

The Registrar of Companies for England and Wales, hereby certifies that

TOWER RESOURCES (KENYA) LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 11th March 2014



N08933996Y

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 11/03/2014



X33G5B1D

*Company Name
in full:* **TOWER RESOURCES (KENYA) LIMITED**

Company Type: **Private limited by shares**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **ONE AMERICA SQUARE CROSSWALL
LONDON
UNITED KINGDOM
EC3N 2SG**

I wish to partially adopt the following model articles: **Private (Ltd by Shares)**

Proposed Officers

Company Secretary 1

Type: **Person**

Full forename(s): **BEN**

Surname: **HARBER**

Former names:

Service Address recorded as Company's registered office

Consented to Act: **Y** *Date authorised:* **11/03/2014** *Authenticated:* **YES**

Company Director ***1***

Type: **Person**

Full forename(s): **GRAEME PAUL**

Surname: **THOMSON**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **15/04/1957**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y**

Date authorised: **11/03/2014**

Authenticated: **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	1
		<i>Aggregate nominal value</i>	1
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	1
		<i>Total aggregate nominal value</i>	1

Initial Shareholdings

Name: TOWER RESOURCES PLC

Address: ONE AMERICA SQUARE CROSSWALL
LONDON
UNITED KINGDOM
EC3N 2SG

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: TOWER RESOURCES PLC

Authenticated: YES

Authorisation

Authoriser Designation: subscriber

Authenticated: Yes

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

TOWER RESOURCES (KENYA) LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

Name of each subscriber

Authentication by each subscriber

TOWER RESOURCES PLC

Dated: 11 March 2014

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
TOWER RESOURCES (KENYA) LIMITED

SGH MARTINEAU COMPANY SECRETARIAL LLP

One America Square, Crosswall, London, EC3N 2SG

DX 700 London City

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TOWER RESOURCES (KENYA) LIMITED

1. APPLICATION OF MODEL ARTICLES

1.1 THE MODEL ARTICLES OF ASSOCIATION FOR PRIVATE COMPANIES LIMITED BY SHARES CONTAINED IN SCHEDULE 1 OF THE COMPANIES (MODEL ARTICLES) REGULATIONS 2008 (SI 2008/ 3229) AS AMENDED AT THE DATE OF ADOPTION OF THESE ARTICLES ("THE MODEL ARTICLES") SHALL APPLY TO THE COMPANY SAVE IN SO FAR AS THEY ARE EXCLUDED OR MODIFIED BY THESE ARTICLES.

1.2 NOTWITHSTANDING THAT THE COMPANY IS A PRIVATE COMPANY, CERTAIN ARTICLES CONTAINED IN THE MODEL ARTICLES OF ASSOCIATION FOR PUBLIC COMPANIES CONTAINED IN SCHEDULE 3 OF THE COMPANIES (MODEL ARTICLES) REGULATIONS 2008 (SI 2008/ 3229) AS AMENDED AT THE DATE OF ADOPTION OF THESE ARTICLES ("THE MODEL PLC ARTICLES") SHALL APPLY TO THE COMPANY, BUT ONLY WHERE EXPRESSLY INCORPORATED INTO THESE ARTICLES. WHERE SO EXPRESSLY INCORPORATED, ANY REFERENCE IN A MODEL PLC ARTICLE TO A MEMBER SHALL IN THESE ARTICLES BE DEEMED TO BE A REFERENCE TO A SHAREHOLDER".

2. INTERPRETATION

2.1 WITHOUT PREJUDICE TO ANY OTHER DEFINITIONS CONTAINED ELSEWHERE IN THESE ARTICLES, THE FOLLOWING WORDS AND EXPRESSIONS SHALL IN THESE ARTICLES HAVE THE MEANINGS SET OUT OR REFERRED TO OPPOSITE EACH RESPECTIVELY (UNLESS THE CONTEXT OTHERWISE REQUIRES):

"the Act"	means the Companies Act 2006;
"the company"	Tower Resources (Kenya) Limited;
"Conflicting Situation"	has the meaning given in article 5;
"Conflicting Transaction"	has the meaning given in article 6;
"Connected"	has the meaning given to such word by sections 993 and 994 of the Income Tax Act 2007;
"eligible director"	means in relation to any matter a director who would be entitled to vote on the matter concerned at a meeting of directors, but excluding any director whose vote is not to be counted in respect of the matter concerned;
"Model Articles"	has the meaning given in article 1; and

“Model PLC Articles” has the meaning given in article 1.

- 2.2 SAVE AS OTHERWISE SPECIFICALLY PROVIDED IN THESE ARTICLES, WORDS AND EXPRESSIONS WHICH HAVE PARTICULAR MEANINGS IN THE MODEL ARTICLES SHALL HAVE THE SAME MEANINGS IN THESE ARTICLES, SUBJECT TO WHICH AND UNLESS THE CONTEXT OTHERWISE REQUIRES, WORDS AND EXPRESSIONS WHICH HAVE PARTICULAR MEANINGS IN THE ACT SHALL HAVE THE SAME MEANINGS IN THESE ARTICLES.
- 2.3 ANY REFERENCE IN THESE ARTICLES TO ANY PROVISION OF ANY STATUTE OR TO ANY OTHER LEGISLATIVE PROVISION SHALL BE DEEMED TO INCLUDE A REFERENCE TO ANY STATUTORY OR OTHER LEGISLATIVE MODIFICATION OR RE-ENACTMENT OF THAT PROVISION FROM TIME TO TIME IN FORCE.
- 2.4 IN THESE ARTICLES, WHERE THE CONTEXT SO PERMITS, WORDS IMPORTING THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL AND VICE VERSA; WORDS IMPORTING THE MASCULINE GENDER SHALL INCLUDE THE FEMININE AND NEUTER AND VICE VERSA; WORDS IMPORTING PERSONS SHALL INCLUDE BODIES CORPORATE, UNINCORPORATED ASSOCIATIONS AND PARTNERSHIPS.
- 2.5 THE HEADINGS TO EACH OF THE ARTICLES ARE INSERTED FOR EASE OF REFERENCE ONLY AND SHALL NOT AFFECT THE CONSTRUCTION OR INTERPRETATION OF THESE ARTICLES.
- 2.6 A REFERENCES IN THESE ARTICLES TO AN ARTICLE FOLLOWED BY A PARTICULAR NUMBER IS A REFERENCE TO THE RELEVANT ARTICLE OF THESE ARTICLES BEARING THAT NUMBER. A REFERENCE IN THESE ARTICLES TO A MODEL ARTICLE FOLLOWED BY A PARTICULAR NUMBER IS A REFERENCE TO THE RELEVANT ARTICLE OF THE MODEL ARTICLES BEARING THAT NUMBER. A REFERENCE IN THESE ARTICLES TO A MODEL PLC ARTICLE FOLLOWED BY A PARTICULAR NUMBER IS A REFERENCE TO THE RELEVANT ARTICLE OF THE MODEL PLC ARTICLES BEARING THAT NUMBER.
- 2.7 WHERE PROVISIONS OF THE MODEL PLC ARTICLES ARE EXPRESSLY INCORPORATED INTO THESE ARTICLES, WORDS AND EXPRESSIONS ASCRIBED A PARTICULAR MEANING BY THE MODEL PLC ARTICLES SHALL HAVE THE SAME MEANINGS IN THESE ARTICLES IN RELATION THERETO.
- 2.8 ANY PHRASE INTRODUCED BY THE TERMS INCLUDING”, INCLUDE”, IN PARTICULAR OR ANY SIMILAR EXPRESSION SHALL BE CONSTRUED AS ILLUSTRATIVE AND SHALL NOT LIMIT THE SENSE OF THE WORDS PRECEDING THOSE TERMS.
3. DIRECTORS AND THEIR POWERS
- 3.1 UNLESS OTHERWISE DETERMINED BY ORDINARY RESOLUTION, THE NUMBER OF DIRECTORS SHALL NOT BE SUBJECT TO ANY MAXIMUM.
- 3.2 MODEL ARTICLE 17(1) SHALL NOT APPLY TO THE COMPANY. 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:
- 3.2.1 BY ORDINARY RESOLUTION, OR
- 3.2.2 BY A DECISION OF THE DIRECTORS.
- 3.3 MODEL ARTICLE 5(1)(C) SHALL BE AMENDED BY THE INSERTION OF THE WORDS “(INCLUDING COLLATERALLY WITH OR TO THE EXCLUSION OF THEIR OWN POWERS)” AT THE END OF THAT MODEL ARTICLE.
- 3.4 NO ALTERATION OF THE ARTICLES INVALIDATES ANYTHING WHICH THE

DIRECTORS HAVE DONE WHICH WOULD HAVE BEEN VALID HAD THAT ALTERATION NOT BEEN MADE.

4. PROCEEDINGS OF DIRECTORS

4.1 IN RELATION TO ANY PROPOSAL TO AUTHORISE A CONFLICTING SITUATION PURSUANT TO ARTICLE 6 (ACTUAL OR POTENTIAL CONFLICTS) IF, OTHER THAN THE DIRECTOR(S) TO WHICH THE CONFLICTING SITUATION RELATES, THERE IS ONLY ONE DIRECTOR IN OFFICE, THE QUORUM SHALL BE ONE ELIGIBLE DIRECTOR.

4.2 DIRECTORS MAY WAIVE THEIR ENTITLEMENT TO NOTICE OF A DIRECTOR'S MEETING AT ANY TIME AND IN MODEL ARTICLE 9(4)) THE WORDS "NOT MORE THAN 7 DAYS AFTER THE DATE ON WHICH THE MEETING IS HELD" SHALL BE DELETED AND REPLACED WITH THE WORDS "AT ANY TIME".

4.3 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. MODEL ARTICLE 13 SHALL NOT APPLY TO THE COMPANY.

4.4 MODEL ARTICLE 8(3) SHALL NOT APPLY TO THE COMPANY AND REFERENCES IN MODEL ARTICLE 8 TO "ELIGIBLE DIRECTORS" SHALL BE TO SUCH TERM AS DEFINED IN ARTICLE 1.

5. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

5.1 IN ACCORDANCE WITH SECTIONS 177 AND 182 OF THE ACT, A DIRECTOR WHO IS IN ANY WAY, WHETHER DIRECTLY OR INDIRECTLY, INTERESTED IN AN EXISTING OR PROPOSED TRANSACTION OR ARRANGEMENT WITH THE COMPANY ("A CONFLICTING TRANSACTION") MUST DECLARE THE NATURE AND EXTENT OF THAT INTEREST TO THE OTHER DIRECTORS. HOWEVER, A DIRECTOR NEED NOT DECLARE AN INTEREST IN A CONFLICTING TRANSACTION:

5.1.1 IF IT CANNOT REASONABLY BE REGARDED AS GIVING RISE TO A CONFLICT OF INTEREST;

5.1.2 IF, OR TO THE EXTENT THAT, THE OTHER DIRECTORS ARE ALREADY AWARE OF IT (AND FOR THIS PURPOSE THE OTHER DIRECTORS ARE TREATED AS AWARE OF ANYTHING OF WHICH THEY OUGHT REASONABLY TO BE AWARE); OR

5.1.3 IF, OR TO THE EXTENT THAT, IT CONCERNS THE TERMS OF HIS OR HER SERVICE CONTRACT THAT HAVE BEEN OR ARE TO BE CONSIDERED BY A MEETING OF THE DIRECTORS OR BY A COMMITTEE OF THE DIRECTORS APPOINTED FOR THAT PURPOSE; OR

5.1.4 IF, OR TO THE EXTENT THAT, HE OR SHE IS NOT AWARE OF THE CONFLICTING TRANSACTION OR HIS OR HER INTEREST IN IT.

5.2 MODEL ARTICLES 14(1) TO 14(5) (INCLUSIVE) SHALL NOT APPLY TO THE COMPANY. SUBJECT TO THE ACT AND PROVIDED HE OR SHE HAS DISCLOSED TO THE OTHER ELIGIBLE DIRECTORS THE NATURE AND EXTENT OF ANY INTEREST OF HIS OR HERS, A DIRECTOR WHO IS IN ANY WAY, WHETHER DIRECTLY OR INDIRECTLY, INTERESTED IN A CONFLICTING TRANSACTION:

5.2.1 MAY CONTINUE TO BE INTERESTED IN OR PARTY TO SUCH CONFLICTING TRANSACTION;

5.2.2 SHALL BE ENTITLED TO VOTE AT ANY MEETING OF THE DIRECTORS OR OF ANY COMMITTEE OF THE DIRECTORS OF WHICH HE OR SHE IS A MEMBER NOT WITHSTANDING THAT IT IN ANY WAY CONCERNS OR RELATES TO SUCH

CONFLICTING TRANSACTION AND SHALL THEREFORE BE AN ELIGIBLE DIRECTOR FOR SUCH PURPOSES;

5.2.3 SHALL, WHETHER OR NOT HE OR SHE VOTES, BE TAKEN INTO ACCOUNT IN CALCULATING THE QUORUM PRESENT AT ANY MEETING AT WHICH SUCH CONFLICTING TRANSACTION IS TO BE CONSIDERED;

5.2.4 MAY BE INTERESTED IN OR PARTY TO THAT CONFLICTING TRANSACTION BY VIRTUE OF BEING A DIRECTOR OR OTHER OFFICER OF, OR EMPLOYED BY, OR PARTY TO A TRANSACTION OR ARRANGEMENT WITH OR OTHERWISE INTERESTED IN, ANY HOLDING COMPANY OR PARENT UNDERTAKING FROM TIME TO TIME OF THE COMPANY, OR ANY SUBSIDIARY OR SUBSIDIARY UNDERTAKING FROM TIME TO TIME OF THE COMPANY OR OF SUCH OTHER COMPANY OR UNDERTAKING, OR ANY OTHER COMPANY WHICH, IN RELATION TO THE COMPANY OR SUCH A COMPANY OR UNDERTAKING, IS FROM TIME TO TIME AN "ASSOCIATED COMPANY" (AS DEFINED IN SECTION 25 OF THE CORPORATION TAX ACT 2010); AND

5.2.5 SHALL NOT BE ACCOUNTABLE TO THE COMPANY FOR ANY BENEFIT WHICH HE OR SHE (OR A PERSON CONNECTED WITH HIM OR HER) DERIVES FROM SUCH CONFLICTING TRANSACTION AND SUCH CONFLICTING TRANSACTION SHALL NOT BE LIABLE TO BE VOIDED OR SET ASIDE ON THE GROUNDS OF THE DIRECTOR'S INTEREST NOR SHALL THE RECEIPT OF ANY REMUNERATION, PROFIT OR OTHER BENEFIT ARISING FROM SUCH CONFLICTING TRANSACTION CONSTITUTE A BREACH BY THE DIRECTOR OF HIS OR HER DUTY UNDER SECTION 176 OF THE ACT.

6. ACTUAL OR POTENTIAL CONFLICTS

6.1 SUBJECT TO ARTICLE 6.2, THE DIRECTORS MAY AUTHORISE, SUBJECT TO SUCH TERMS AND CONDITIONS AS THEY THINK FIT (INCLUDING AS REGARDS DURATION AND REVOCATION), TO THE FULLEST EXTENT PERMITTED BY LAW, ANY MATTER OR SITUATION WHICH WOULD OR MIGHT OTHERWISE RESULT IN A DIRECTOR INFRINGING HIS OR HER DUTY TO AVOID A SITUATION IN WHICH HE OR SHE HAS, OR CAN HAVE, A DIRECT OR INDIRECT INTEREST THAT CONFLICTS, OR POSSIBLY MAY CONFLICT, WITH THE INTERESTS OF THE COMPANY AND WHICH MAY REASONABLY BE REGARDED AS LIKELY TO GIVE RISE TO A CONFLICT OF INTEREST (INCLUDING A CONFLICT OF INTEREST AND DUTY OR A CONFLICT OF DUTIES) INCLUDING THE DIRECTOR ACCEPTING OR CONTINUING IN ANY OFFICE, EMPLOYMENT OR POSITION IN ADDITION TO HIS OR HER OFFICE AS A DIRECTOR OF THE COMPANY ("A CONFLICTING SITUATION").

6.2 ANY AUTHORISATION OF A CONFLICTING SITUATION PURSUANT TO ARTICLE 6.1 TO BE GIVEN BY THE DIRECTORS AT A MEETING OF THE DIRECTORS WILL BE EFFECTIVE ONLY IF:

6.2.1 THE MEETING OF THE DIRECTORS IS DULY CONVENED IN ACCORDANCE WITH THE ARTICLES;

6.2.2 AT SUCH MEETING ANY REQUIREMENT AS TO QUORUM IS MET WITHOUT COUNTING THE DIRECTOR OR DIRECTORS TO WHOM THE AUTHORISATION RELATES; AND

6.2.3 THE AUTHORISATION WAS AGREED TO WITHOUT ANY SUCH DIRECTOR OR DIRECTORS VOTING, OR WOULD HAVE BEEN AGREED TO IF THE VOTES OF ALL SUCH DIRECTORS HAD NOT BEEN COUNTED.

6.3 WHERE AUTHORISATION OF A CONFLICTING SITUATION PURSUANT TO ARTICLE 6.1 IS TO BE GIVEN BY WAY OF A UNANIMOUS DECISION OF THE DIRECTORS IN ACCORDANCE WITH MODEL ARTICLE 8, THE DIRECTOR OR DIRECTORS TO WHOM THE AUTHORISATION RELATES SHALL NOT BE

CONSIDERED 'ELIGIBLE DIRECTORS' FOR THE PURPOSES OF MODEL ARTICLE 8.

6.4 ANY CONFLICTING SITUATION WHICH HAS BEEN AUTHORISED IN ACCORDANCE WITH ARTICLE 6.1 SHALL (UNLESS STATED OTHERWISE IN THE TERMS OF SUCH AUTHORISATION) BE GIVEN ON THE BASIS THAT:

6.4.1 THE AUTHORISATION MAY BE REVOKED BY THE DIRECTORS AT ANY TIME BY GIVING THE DIRECTOR CONCERNED NOTICE IN WRITING;

6.4.2 THE DIRECTOR CONCERNED SHALL NOT BE REQUIRED TO DISCLOSE ANY CONFIDENTIAL INFORMATION RELATING TO SUCH CONFLICTING SITUATION TO THE COMPANY IF TO MAKE SUCH A DISCLOSURE WOULD RESULT IN A BREACH OF A DUTY OR OBLIGATION OF CONFIDENCE OWED TO HIM OR HER IN RELATION TO OR IN CONNECTION WITH THAT CONFLICTING SITUATION;

6.4.3 THE DIRECTOR CONCERNED MAY (AND SHALL IF REQUIRED BY THE DIRECTORS) ABSENT HIMSELF OR HERSELF FROM MEETINGS OR DISCUSSIONS OF THE DIRECTORS AT WHICH ANYTHING RELATING TO THAT CONFLICTING SITUATION WILL OR MAY BE DISCUSSED;

6.4.4 THE DIRECTOR CONCERNED MAY (AND SHALL IF REQUIRED BY THE DIRECTORS) DECLINE TO REVIEW INFORMATION PROVIDED BY THE COMPANY WHICH WILL OR MAY RELATE TO OR BE CONNECTED TO THAT CONFLICTING SITUATION; AND

6.4.5 SUCH AUTHORISATION SHALL EXTEND TO ANY ACTUAL OR POSSIBLE CONFLICT OF INTEREST WHICH MAY REASONABLY BE EXPECTED TO ARISE OUT OF SUCH CONFLICTING SITUATION SO AUTHORISED.

6.5 WHERE A CONFLICTING SITUATION HAS BEEN AUTHORISED BY THE DIRECTORS PURSUANT TO ARTICLE 6.1:

6.5.1 THE DIRECTOR CONCERNED SHALL NOT, AS A RESULT OF SUCH CONFLICTING SITUATION, BE ACCOUNTABLE TO THE COMPANY FOR ANY REMUNERATION, PROFIT OR OTHER BENEFIT WHICH HE OR SHE DERIVES FROM SUCH CONFLICTING SITUATION;

6.5.2 THE DIRECTOR CONCERNED SHALL NOT, AS A RESULT OF SUCH CONFLICTING SITUATION, BE ACCOUNTABLE TO THE COMPANY FOR ANY BENEFIT FOR WHICH HE OR SHE (OR A PERSON CONNECTED WITH HIM OR HER) DERIVES FROM SUCH CONFLICTING SITUATION;

6.5.3 ANY TRANSACTION TO WHICH THE COMPANY IS A PARTY SHALL NOT BE LIABLE TO BE VOIDED OR SET ASIDE ON THE GROUNDS OF THE CONFLICTING SITUATION; AND

6.5.4 THE DIRECTOR CONCERNED SHALL NOT, AS A RESULT OF SUCH CONFLICTING SITUATION, BREACH ANY OF THE DUTIES HE OR SHE OWES TO THE COMPANY BY VIRTUE OF SECTIONS 171 TO 176 OF THE ACT;

6.5.5 PROVIDED SUCH DIRECTOR ACTS IN ACCORDANCE WITH ANY TERMS, LIMITS AND CONDITIONS AS THE DIRECTORS IMPOSE IN RESPECT OF SUCH AUTHORISATION (OR WHICH ARE IMPLIED BY THE ARTICLES).

6.6 THE FACT THAT A CONFLICTING SITUATION HAS BEEN AUTHORISED BY THE DIRECTORS DOES NOT NEGATE THE REQUIREMENT FOR DIRECTORS TO DECLARE THE NATURE AND EXTENT OF THEIR INTEREST IN ANY EXISTING OR PROPOSED TRANSACTION OR ARRANGEMENT WITH THE COMPANY IN ACCORDANCE WITH THE ACT AND THE ARTICLES.

7. ALLOTMENT OF SHARES

- 7.1 SUBJECT TO THESE ARTICLES AND TO SECTION 551 OF THE ACT, ALL SHARES SHALL BE UNDER THE CONTROL OF THE DIRECTORS WHO MAY ALLOT, GRANT OPTIONS OVER OR OTHERWISE DEAL WITH OR DISPOSE OF THEM TO SUCH PERSONS, AT SUCH TIMES AND GENERALLY ON SUCH TERMS AND CONDITIONS THEY THINK FIT.
- 7.2 SAVE TO THE EXTENT AUTHORISED BY THESE ARTICLES, OR BY AN ORDINARY RESOLUTION OF THE SHAREHOLDERS, THE DIRECTORS SHALL NOT EXERCISE ANY POWER TO ALLOT SHARES OR TO GRANT RIGHTS TO SUBSCRIBE FOR, OR TO CONVERT ANY SECURITY INTO, ANY SHARES IN THE COMPANY (INCLUDING THE POWER GRANTED BY SECTION 550 OF THE ACT).
- 7.3 THE DIRECTORS ARE GENERALLY AND UNCONDITIONALLY AUTHORISED, SUBJECT TO THE PROVISIONS OF THESE ARTICLES AND PROVIDED THAT NO SHARES SHALL BE ISSUED AT A DISCOUNT, FOR THE PURPOSE OF SECTION 551 OF THE ACT TO EXERCISE ANY POWER OF THE COMPANY TO OFFER OR ALLOT; GRANT RIGHTS TO SUBSCRIBE FOR OR TO CONVERT ANY SECURITY INTO; OR OTHERWISE DEAL IN OR DISPOSE OF, ANY SHARES TO SUCH PERSONS AND GENERALLY ON SUCH TERMS AS THEY MAY THINK FIT PROVIDED THAT SUCH AUTHORITY SHALL BE LIMITED TO SHARES WITH A MAXIMUM NOMINAL AMOUNT OF £10,000; SHALL ONLY APPLY INsofar AS THE COMPANY HAS NOT RENEWED, WAIVED OR REVOKED IT BY ORDINARY RESOLUTION; AND MAY ONLY BE EXERCISED FOR A PERIOD OF FIVE YEARS COMMENCING ON THE DATE OF INCORPORATION.
- 7.4 THE DIRECTORS SHALL BE ENTITLED UNDER THE AUTHORITY CONFERRED BY ARTICLE 7.3 TO MAKE AT ANY TIME BEFORE THE EXPIRY OF SUCH AUTHORITY ANY OFFER OR AGREEMENT WHICH WILL OR MAY REQUIRE SHARES TO BE ALLOTTED AFTER THE EXPIRY OF SUCH AUTHORITY.
- 7.5 IN ACCORDANCE WITH SECTION 567(1) OF THE ACT, SECTIONS 561 AND 562 OF THE ACT SHALL NOT APPLY TO THE COMPANY AND ARE HEREBY EXCLUDED GENERALLY IN RELATION TO THE ALLOTMENT BY THE COMPANY OF EQUITY SECURITIES (AS DEFINED IN SECTION 560(1) OF THE ACT).
8. TRANSFER OF SHARES
- 8.1 MODEL ARTICLE 26(5) SHALL NOT APPLY TO THE COMPANY. THE DIRECTORS SHALL BE OBLIGED TO REGISTER ANY TRANSFER OF ANY SHARE SO LONG AS IT IS:
- 8.1.1 LODGED AT THE COMPANY'S REGISTERED OFFICE OR AT SUCH OTHER PLACE AS THE DIRECTORS HAVE APPOINTED;
- 8.1.2 ACCOMPANIED BY THE CERTIFICATE FOR THE SHARES TO WHICH IT RELATES, OR SUCH OTHER EVIDENCE AS THE DIRECTORS MAY REASONABLY REQUIRE TO SHOW THE TRANSFEROR'S RIGHT TO MAKE THE TRANSFER, OR EVIDENCE OF THE RIGHT OF SOMEONE OTHER THAN THE TRANSFEROR TO MAKE THE TRANSFER ON THE TRANSFEROR'S BEHALF; AND
- 8.1.3 IN RESPECT OF ONLY ONE CLASS OF SHARE.
9. PARTLY PAID UP SHARES, LIENS, CALLS AND FORFEITURE
- 9.1 MODEL ARTICLE 21 SHALL NOT APPLY TO THE COMPANY. SUBJECT TO THE ARTICLES THE COMPANY MAY ISSUE SHARES WHICH ARE NOT FULLY PAID UP.
- 9.2 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.

- 9.3 THE COMPANY'S LIEN OVER A SHARE TAKES PRIORITY OVER ANY THIRD PARTY'S INTEREST IN THAT SHARE AND 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.
- 9.4 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.
- 9.5 MODEL PLC ARTICLE 53 SHALL APPLY TO THE COMPANY AND SHALL GOVERN THE ENFORCEMENT OF THE COMPANY'S LIEN, SAVE THAT IN MODEL ARTICLE 53(4)(B) THE WORDS "A SUITABLE INDEMNITY" SHALL BE DELETED AND REPLACED BY THE WORDS "AN INDEMNITY IN A FORM REASONABLY SATISFACTORY TO THE DIRECTORS" AND THE WORDS "OVER THE SHARES BEFORE THE SALE FOR ANY MONEY PAYABLE IN RESPECT OF THE SHARES" SHALL BE DELETED AND REPLACED BY THE WORDS "FOR ANY MONEY PAYABLE (WHETHER PAYABLE IMMEDIATELY OR AT SOME TIME IN THE FUTURE) AS EXISTED UPON THE SHARES BEFORE THE SALE IN RESPECT OF ALL SHARES REGISTERED IN THE NAME OF SUCH PERSON (WHETHER AS THE SOLE REGISTERED HOLDER OR AS ONE OF SEVERAL JOINT HOLDERS)".
- 9.6 MODEL PLC ARTICLE 54 SHALL APPLY TO THE COMPANY AND SHALL GOVERN THE SERVING OF CALL NOTICES, SAVE THAT IN MODEL PLC ARTICLE 54 (2)(A) THE WORDS "SUM UNPAID ON THAT MEMBER'S SHARES (WHETHER AS TO THE SHARE'S NOMINAL VALUE OR ANY AMOUNT PAYABLE TO THE COMPANY BY WAY OF A PREMIUM)" SHALL BE DELETED AND REPLACED BY THE WORDS "AMOUNT OF HIS INDEBTEDNESS OR LIABILITY TO THE COMPANY".
- 9.7 MODEL PLC ARTICLES 55 AND 57 TO 61 (INCLUSIVE) SHALL APPLY TO THE COMPANY.
- 9.8 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 ON ALLOTMENT; ON THE OCCURRENCE OF A PARTICULAR EVENT; OR ON A DATE FIXED BY OR IN ACCORDANCE WITH THE TERMS OF ISSUE. 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.
10. WRITTEN RESOLUTIONS
- 10.1 WRITTEN RESOLUTIONS OF THE COMPANY MAY BE PROPOSED BY THE DIRECTORS IN ACCORDANCE WITH SECTION 291 OF THE ACT. THE SHAREHOLDERS MAY REQUIRE THE COMPANY TO CIRCULATE A WRITTEN RESOLUTION IN ACCORDANCE WITH SECTION 292 TO 295 OF THE ACT.
- 10.2 FOR THE PURPOSES OF SECTION 297 OF THE ACT, A WRITTEN RESOLUTION WILL LAPSE IF IT IS NOT PASSED BEFORE THE END OF SUCH PERIOD AS THE DIRECTORS MAY DETERMINE (PROVIDED SUCH PERIOD IS DETAILED ON THE COPY OF THE RESOLUTION CIRCULATED PURSUANT TO SECTION 291 OF THE ACT), BUT IN THE ABSENCE OF SUCH DETERMINATION THE PERIOD SHALL BE 28 DAYS BEGINNING WITH THE CIRCULATION DATE OF THE RESOLUTION.
- 10.3 IN THE CASE OF A SHAREHOLDER WHICH IS A BODY CORPORATE, THE SIGNATURE OF A DIRECTOR OR THE SECRETARY AND, IN THE CASE OF JOINT HOLDERS OF A SHARE, THE SIGNATURE OF ANY ONE OF SUCH JOINT

HOLDERS, SHALL BE SUFFICIENT FOR THE PURPOSE OF SIGNIFYING A SHAREHOLDER'S AGREEMENT TO A WRITTEN RESOLUTION.

11. GENERAL MEETINGS

11.1 IN ACCORDANCE WITH THE ACT, THE COMPANY IS NOT REQUIRED TO HOLD AN ANNUAL GENERAL MEETING.

11.2 THE QUORUM FOR GENERAL MEETINGS SHALL BE ONE PERSON BEING EITHER AN INDIVIDUAL WHO IS A SHAREHOLDER OF THE COMPANY; A PERSON DULY AUTHORISED TO ACT AS THE REPRESENTATION OF A CORPORATION IN RELATION TO THE MEETING; OR A PERSON APPOINTED AS A PROXY OF A SHAREHOLDER IN RELATION TO A MEETING.

11.3 MODEL ARTICLE 41 SHALL BE AMENDED BY THE INSERTION OF THE WORDS "BUT OTHERWISE IT SHALL NOT BE NECESSARY TO GIVE ANY NOTICE OF THE MEETING." AT THE END OF THAT ARTICLE.

12. INDEMNITY & INSURANCE

12.1 WITHOUT PREJUDICE TO ANY INDEMNITY TO WHICH A RELEVANT OFFICER IS OTHERWISE ENTITLED:

12.1.1 EACH RELEVANT OFFICER SHALL BE INDEMNIFIED OUT OF THE COMPANY'S ASSETS AGAINST ALL COSTS, CHARGES, LOSSES, EXPENSES AND LIABILITIES INCURRED BY HIM OR HER AS A RELEVANT OFFICER IN THE ACTUAL OR PURPORTED EXECUTION AND/ OR DISCHARGE OF HIS OR HER DUTIES; OR IN RELATION TO THEM AND IN RELATION TO ANY RELEVANT COMPANY'S ACTIVITIES AS TRUSTEE OF AN OCCUPATIONAL PENSION SCHEME (AS DEFINED IN SECTION 235(6) OF THE ACT); INCLUDING (IN EACH CASE) ANY LIABILITY INCURRED BY HIM OR HER IN DEFENDING ANY CIVIL OR CRIMINAL PROCEEDINGS, IN WHICH JUDGMENT IS GIVEN IN HIS OR HER FAVOUR OR IN WHICH HE OR SHE IS ACQUITTED OR THE PROCEEDINGS ARE OTHERWISE DISPOSED OF WITHOUT ANY FINDING OR ADMISSION OF ANY MATERIAL BREACH OF DUTY ON HIS OR HER PART OR IN CONNECTION WITH ANY APPLICATION IN WHICH THE COURT GRANTS HIM OR HER, IN HIS OR HER CAPACITY AS A RELEVANT OFFICER, RELIEF FROM LIABILITY FOR NEGLIGENCE, DEFAULT, BREACH OF DUTY OR BREACH OF TRUST IN RELATION TO ANY RELEVANT COMPANY'S AFFAIRS; AND

12.1.2 THE COMPANY MAY PROVIDE ANY RELEVANT OFFICER WITH FUNDS TO MEET EXPENDITURE INCURRED OR TO BE INCURRED BY HIM OR HER IN CONNECTION WITH ANY PROCEEDINGS OR APPLICATION REFERRED TO IN ARTICLE 12.1.1 AND OTHERWISE MAY TAKE ANY ACTION TO ENABLE ANY SUCH RELEVANT OFFICER TO AVOID INCURRING SUCH EXPENDITURE.

12.2 THE DIRECTORS MAY DECIDE TO PURCHASE AND MAINTAIN INSURANCE, AT THE EXPENSE OF THE COMPANY, FOR THE BENEFIT OF ANY RELEVANT OFFICER IN RESPECT OF ANY RELEVANT LOSS.

12.3 MODEL ARTICLE 52 (SAVE FOR MODEL ARTICLE 52(2)) AND MODEL ARTICLE 53 SHALL NOT APPLY TO THE COMPANY.

12.4 IN THIS ARTICLE 12:

"Relevant Company"

means the company, any holding company or parent undertaking (as defined in sections 1159 and 1162 of the Act) from time to time of the company or in which the company or any such holding company or parent undertaking or any of the predecessors of the company or of any such holding company or parent undertaking has or had at any time any interest, whether direct or indirect, or which is or was at any time in any way allied

to or associated with the company or any subsidiary or subsidiary undertaking (as defined in section 1159 and section 1162 of the Act) of the company or of such other company or undertaking;

“Relevant Loss”

means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to any Relevant Company or any pension fund or employees' share scheme of any Relevant Company; and

“Relevant Officer”

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