

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **10303324**

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

UNITED RIVERS 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 **29th July 2016**



* N103033243 *



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: **29/07/2016**

X5C8XHCR

*Company Name in
full:*

UNITED RIVERS LIMITED

Company Type:

Private company limited by shares

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**64 NEW CAVENDISH STREET
LONDON
UNITED KINGDOM W1G 8TB**

Sic Codes:

68100

Company Director 1

Occupation: **COMPANY
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **DENIS**

Surname: **LAVRUT**

Service Address: **60 WELBECK STREET
LONDON
UNITED KINGDOM W1G 9XB**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/03/1970** *Nationality:* **FRENCH**

Occupation: **COMPANY
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**

Full Forename(s): **KHORSHID**

Surname: **PIRIAN**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/01/1939** *Nationality:* **IRANIAN**

Occupation: **COMPANY
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	A	<i>Number allotted</i>	65
	ORDINARY	<i>Aggregate nominal value:</i>	65
<i>Currency:</i>	GBP		
<i>Prescribed particulars</i>			

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.

<i>Class of Shares:</i>	B	<i>Number allotted</i>	35
	ORDINARY	<i>Aggregate nominal value:</i>	35
<i>Currency:</i>	GBP		
<i>Prescribed particulars</i>			

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>	100
		<i>Total aggregate nominal value:</i>	100
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **BOXOUT LIMITED**

Address **KONSTANTINOU SKOKOU 1
CAPITAL CHAMBERS, 5TH
FLOOR
AGIOS ANTONIOS
NICOSIA
CYPRUS
1061**

Class of Shares: **A ORDINARY**

Number of shares: **65**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **YAMTOV HOLDINGS
LIMITED**

Address **64 NEW CAVENDISH
STREET
LONDON
UNITED KINGDOM
W1G 8TB**

Class of Shares: **B ORDINARY**

Number of shares: **35**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **YEHUDA BARASHI**

*Country/State Usually
Resident:* **MALTA**

Date of Birth: ****/04/1972** *Nationality:* **BRITISH**

Service Address: **60 WELBECK STREET
LONDON
UNITED KINGDOM
W1G 9XB**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 50 % but less than 75% of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 50 % but less than 75% of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **EVERSHEDS LLP**

Agent's Address: **ONE WOOD STREET
LONDON
UNITED KINGDOM
EC2V 7WS**

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

Agent's Name: **EVERSHEDS LLP**

Agent's Address: **ONE WOOD STREET
LONDON
UNITED KINGDOM
EC2V 7WS**

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

UNITED RIVERS LIMITED

(the "**Company**")

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

Name of subscriber

Authentication by each subscriber

Boxout Limited

Yamtov Holdings Limited

Dated: 29 July 2016

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UNITED RIVERS LIMITED

(the “Company”)

1. PRELIMINARY

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company (“Model Articles”) (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. INTERPRETATION

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

“2006 Act”	the Companies Act 2006 (as amended from time to time)
“these Articles”	these Articles of Association as amended from time to time
“ “A” shares”	A ordinary shares of £1 each in the Company
“ “B” shares”	B ordinary shares of £1 each in the Company
“Controlled Company”	in relation to any person, any body corporate in which such person or a Family Member or a Family Trust or a Pension Scheme has control
“Control”	the ability to exercise or control the exercise of in the aggregate more than half of the voting rights or the ability to appoint more than half of the directors and “Change in Control” shall be deemed to have occurred with respect to any company if any person or persons having Control of that company cease to do so or if any person or persons acquire Control of it except that a transfer of shares by a shareholder in a corporate body which is a shareholder of the Company to a Family Shareholder of such shareholder shall not be treated as or deemed to be a Change in Control in such shareholder
“electronic means”	have the meaning given in section 1168 of the Companies Act 2006
“eligible directors”	has the meaning given in Model Article 8(3)

“Family Member”	in relation to any person, his spouse or civil partner (or widow, widower or surviving civil partner), children and remote issue (including step and adopted children and remoter issue), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption)
“Family Shares”	in relation to an existing or former shareholder of the Company, any Shares for the time being held by that shareholder, by his personal representatives, by a Controlled Company, by a Family Member, by a Family Trust or by a Pension Scheme
“Family Trust”	in relation to any person, the trustees of a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that person or any of his Family Members and under which no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such person or any of his Family Members
“Pension Scheme”	in relation to any person, a pension scheme within the meaning of section 150 of the Finance Act 2004 for such person or a Family Member
“Permitted Transfer”	as defined in Article 10.14
“Relevant Proportions”	the proportions in which the shareholders hold the shares from time to time
“the Statutes”	the Companies Acts as defined in Section 2 of the 2006 Act and every other statute, order, regulation or other subordinate legislation in force from time to time relating to companies and affecting the Company
“United Kingdom”	Great Britain and Northern Ireland

2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company.

2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

3. **UNANIMOUS DECISIONS OF DIRECTORS**

A decision of the directors may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. Model Article 8(2) shall not apply to the Company.

4. NUMBER OF DIRECTORS AND APPOINTMENT AND REMOVAL

- 4.1 The number of directors shall not be less than two nor more than three. Unless otherwise agreed, up to two of the directors shall be appointed and removed by the holders of a majority of the "A" shares and shall be called "A" directors and up to one of the directors shall be appointed and removed by the holders of a majority of the "B" shares and shall be called "B" directors. Model Article 17 shall not apply to the Company.
- 4.2 Each such appointment and removal as referred to in **Article 4.1**, shall be made by notice in writing to the Company by the holders of a majority of the "A" or "B" shares as the case may be. A notice which is not in electronic form shall take effect when it is deposited at the registered office for the time being of the Company or when delivered to a meeting of the directors. A notice which is in electronic form shall take effect when it is received at the address specified by the Company for the purpose of receiving such communications in electronic form.

5. QUORUM FOR DIRECTORS' MEETINGS

- 5.1 The quorum for directors' meetings shall throughout each meeting be two comprising at least one "A" director and at least one "B" director (or their respective alternates,) but if at any time there shall be no "A" directors or no "B" directors in office, the quorum at that time shall not require the presence of that class of director of which there are no directors in office at that time. Model Articles 11(2) and 11(3) shall not apply to the Company.
- 5.2 If there is no quorum participating in any meeting of the directors within one hour after the time fixed for the meeting, the meeting shall be adjourned to such time (not being earlier than seven days after the date of the original meeting) as the director or directors participating in the meeting shall determine. If there is no quorum participating within one hour after the time fixed for the adjourned meeting, the meeting shall be further adjourned as aforesaid. If there is no quorum participating within one hour after the time fixed for the further adjourned meeting the director or directors participating, whatever their number and their designations, shall constitute a quorum.
- 5.3 Any decision of the directors shall either be a unanimous decision taken in accordance with Model Article 8 or shall be determined by a majority of votes provided that any motion put to a meeting of the directors in respect of any matter agreed by shareholders to require their unanimous consent shall be deemed not to have been carried if any "A" director participating or any "B" director participating (or their respective alternates) votes against the motion and Model Article 7(1) shall not apply to the Company.
- 5.4 The following shall be added as paragraph (4) to Model Article 11:-
- "(4) If, as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a directors' meeting then the following shall apply:-
- (a) if the eligible directors participating in the meeting do not constitute a quorum then the quorum for the purposes of the meeting shall be reduced by one for each director who cannot vote or be counted in the quorum; and
 - (b) if despite sub-paragraph (a) the eligible directors participating in the meeting still do not constitute a quorum or there are no eligible directors then the meeting must be adjourned to enable the shareholders to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

6. CASTING VOTE

Model Article 13(1) shall be amended by deleting the words "has a casting vote" and by substituting for such words "shall not have a casting vote" and Model Article 13(2) shall not apply to the Company.

7. DIRECTORS' INTERESTS

7.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director:

7.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

7.1.2 may hold any other office or employment with the Company (other than the office of auditor);

7.1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested;

7.1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor);

7.1.5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 7.1.1 to 7.1.4** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

7.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in **Articles 9.1.1 to 9.1.4** and in any of the circumstances set out in Model Articles 14(3) and 14(4).

7.3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting.

7.4 For the purposes of **Article 7.1**:

7.4.1 a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest;

7.4.2 a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question; and

7.4.3 an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director.

7.5 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

8. TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) a person ceases to be a director as soon as that person is removed from office as a director pursuant to **Article 4.1**.

9. SHARES

9.1 In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company.

9.2 The "A" shares and the "B" shares shall be separate classes of shares but except as expressly provided in these Articles, shall rank pari passu in all respects.

- 9.3 Unless otherwise directed by special resolution, or by written resolution passed in accordance with section 283(2) of the 2006 Act and except as provided in Model Article 36, if the Company proposes to allot any shares, those shares shall be comprised of “A” shares and “B” shares in the Relevant Proportions and shall not be allotted to any person unless the Company has first offered them to shareholders in accordance with the following provisions:
- 9.3.1 any “A” shares proposed to be allotted shall first be offered for subscription to the holders of “A” shares in proportion to the number of existing “A” shares held by them respectively and any “B” shares proposed to be allotted shall first be offered for subscription to the holders of the “B” shares in proportion to the number of existing “B” shares held by them respectively;
- 9.3.2 each such offer for subscription shall be made by notice in writing specifying the total number of shares being offered to the shareholders as a whole, the total number of shares being offered to holders of each class, the proportionate entitlement of the shareholder to whom the offer is made and the subscription price per share (which shall be the same for each share) and shall require each shareholder to state in writing within a period (not being less than 14 days) specified in the notice whether he is willing to subscribe for any and, if so, what maximum number of the said shares up to his proportionate entitlement;
- 9.3.3 an offer for subscription, if not accepted within the period specified in the notice as regards any shares, will be deemed to be declined as regards those shares. After the expiration of such period, any “A” shares so deemed to be declined by the holders of “A” shares shall be offered for subscription in the proportion aforesaid to the holders of “A” shares who have, within the said period, accepted all the shares offered to them; and any “B” shares so deemed to be declined by the holders of “B” shares shall be offered for subscription in the proportion aforesaid to the holders of “B” shares who have, within the said period, accepted all the shares offered to them. If any shares comprised in such further offer are declined or deemed to be declined the directors shall offer the shares so declined to the holders of shares of the other classes in proportion to the number of existing shares in the Company held by them respectively; such further offers shall be made in the same manner and limited by a like period as the original offer;
- 9.3.4 any shares not accepted pursuant to such offer for subscription and further offers for subscription made in accordance with this **Article 9.3** or not capable of being offered except by way of fractions shall not be issued;
- 9.3.5 any shares released from the provisions of this **Article 9.3** by special resolution or by written resolution passed in accordance with section 283(2) of the 2006 Act shall, subject to section 551 of the 2006 Act, be under the control of the directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms, and in such manner as they think proper;
- 9.3.6 all shares which pursuant to these Articles shall be issued to a holder of “A” shares or “B” shares shall upon being registered in the name of such holder become “A” shares or “B” shares respectively.

10. **TRANSFER OF SHARES**

Restrictions on Transfer

- 10.1 In this **Article 10**, references to a transfer of a share include the transfer or assignment of a beneficial or other interest in that share or the creation of a trust or encumbrance over that share and reference to a share includes a beneficial or other interest in a share.
- 10.2 Except where the provisions of **Articles 10.10 to 10.12 (Deemed Transfers)**, **Articles 10.13 and 10.14 (Permitted Transfers)**, **Articles 10.16 to 10.18 (Tag Along)** and

Articles 10.19 to 10.21 (Drag Along) apply, any transfer of “B” shares by any person shall be subject to the pre-emption rights in this **Article 10**.

Pre-emption Rights

- 10.3 Any person (“**proposing transferor**”) proposing to transfer any “B” shares must give notice in writing (“**transfer notice**”) to the Company that he wishes to transfer the same and specifying the price per share at which he is willing to sell them. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the shares comprised in the transfer notice (together with all rights then attached to them) to any shareholder willing to purchase the same (“**purchasing shareholders**”) at the price specified in the transfer notice or at the fair value determined in accordance with **Article 10.5 (Fair Value)** (whichever shall be the lower). A transfer notice shall not be revocable except either with the sanction of the directors or pursuant to **Article 10.5.6**.
- 10.4 Within 7 days of the receipt by the Company of any transfer notice, the shares comprised in such transfer notice shall be offered by the Company to the shareholders (other than the proposing transferor) (“**offered shareholders**”) as nearly as may be in proportion to the number of shares of any class held by them respectively (“**relevant proportion**”). Such offer shall be made by the Company by notice in writing (“**offer notice**”) which shall state:
- 10.4.1 the identity of the proposing transferor, the number and class of shares comprised in the transfer notice, the price per share specified in the transfer notice and that the shares are offered to offered shareholders in accordance with the provisions of this **Article 10.4**;
 - 10.4.2 that the shares are offered in the first instance in the relevant proportion but also invite each offered shareholder to state in his reply to the offer notice whether he wishes to purchase more or less shares than his relevant proportion entitlement and if so what number;
 - 10.4.3 that each offered shareholders has the right to request a determination of the fair value of the shares comprised in the transfer notice under **Article 10.5 (Fair Value)**;
 - 10.4.4 that each of the shares in question is being offered to offered shareholders at the lower of (a) the price specified in the transfer notice and (b) (if applicable) its fair value as determined in accordance with **Article 10.5 (Fair Value)**;
 - 10.4.5 the period in which the offer may be accepted (which shall be the period of 21 days after the date of the offer notice); and
 - 10.4.6 that, if such a determination of the fair value is requested, the offer will remain open for acceptance for a period of 14 days commencing on the date notice of the determination of the fair value is given to offered shareholders pursuant to **Article 10.5 (Fair Value)** or until the expiry of the period referred to in **Article 10.4.5** whichever is the later.

For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by an offered shareholder in respect of a lesser number of shares than his full relevant proportion entitlement. If all the offered shareholders do not accept the offer in respect of their respective relevant proportions in full the shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in **Article 10.4.2**) as nearly as may be in proportion to the number of shares already held by the offered shareholders claiming additional shares, but no offered shareholder shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable of being offered to the offered shareholders in the relevant proportion, except by way of fractions, then such shares shall be offered to the offered shareholders, or some of them, in such proportions as the directors may think fit.

Fair Value

- 10.5 Any offered shareholder may, not later than 7 days after the date of the offer notice, serve on the Company a notice in writing ("**a fair value notice**") requiring that the Company appoints the auditors for the time being of the Company to determine and confirm to the Company in writing the sum which in their opinion represents the fair value ("**fair value**") of each of the shares comprised in the transfer notice as at the date of the transfer notice and the following provisions shall apply:
- 10.5.1 If the auditors decline such appointment a person agreed upon by the proposing transferor, the relevant offered shareholder and the directors or, failing agreement within 10 days of the service of the fair value notice, then a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of the directors or any offered shareholder on behalf of the Company shall be appointed and instructed by the Company to determine the fair value and confirm the same to the Company in writing. Any following reference in these Articles to the auditors shall include any person so agreed or nominated;
- 10.5.2 Forthwith upon receipt of the fair value notice the Company shall appoint and instruct the auditors to determine the fair value and confirm the same to the Company in writing and the costs of such determination and producing such written confirmation shall be:
- 10.5.2.1 where the price per share specified in the transfer notice is less than or equal to the fair value, apportioned among the purchasing shareholders and borne by any one or more of them as the auditors in their absolute discretion shall decide; or
- 10.5.2.2 where the price per share specified in the transfer notice is more than the fair value, apportioned among the proposing transferor and the purchasing shareholders and borne by any one or more of them as the auditors in their absolute discretion shall decide;
- 10.5.3 In determining and confirming the fair value, the auditors shall value each share on the basis of the value of the Company as a going concern at the date of the transfer notice and multiplying such valuation of the Company by the fraction the numerator of which shall be the nominal value of each share comprised in the transfer notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date;
- 10.5.4 In determining and confirming the fair value the auditors shall be entitled to obtain professional valuations in respect of any of the Company's assets, shall act as experts and not as arbitrators or arbiters and any provisions of law or statute relating to arbitration shall not apply and their determination and confirmation of the fair value shall be final and binding on the proposing transferor and the purchasing shareholders (save for manifest error);
- 10.5.5 Forthwith upon receipt from the auditors of their written confirmation of their determination of the fair value, the Company shall by notice in writing inform all offered shareholders of the determined fair value of each share and of the price per share (being the lower of (a) the price specified in the transfer notice and (b) the determined fair value of each share) at which the shares comprised in the transfer notice are offered for sale ("**Transfer Price**").
- 10.5.6 If the fair value is less than 95 per cent of the price specified in the transfer notice then, the proposing transferor shall be entitled (except where a transfer notice shall have been deemed to have been served pursuant to **Articles 10.10 to 10.15 (Deemed Transfer)**) to give a counter-notice in writing to the Company within 14 days of the issue by the Company of the notice to shareholders pursuant to **Article 10.5.5**, electing to withdraw the transfer notice.

- 10.6 If purchasing shareholders shall be found for all the shares comprised in the transfer notice within the appropriate period specified in **Article 10.4**, the Company shall within 7 days after the expiry of such period give notice in writing ("**sale notice**") to the proposing transferor specifying the purchasing shareholders and the number of shares to be purchased by each of them and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing shareholders.
- 10.7 If in any case the proposing transferor after having become bound makes default in transferring any shares, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of the proposing transferor (as its attorney or agent) in favour of the purchasing shareholders or purchasing shareholders as the case may be. For the purposes of authorising an individual to execute a transfer on behalf of the proposing transferor, a meeting of the directors shall be treated as quorate and a resolution shall be capable of being duly passed without the need for the directors appointed or nominated by the proposing transferor being present, represented or voting. The receipt of the Company for the purchase money shall be a good discharge to the purchasing shareholders or the purchasing shareholders as the case may be. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.

Sale to a third party

- 10.8 If the Company shall not give a sale notice to the proposing transferor within the time specified in **Article 10.6** in respect of sales to purchasing shareholders he shall, during the 60 days following the expiry of the time so specified, be entitled to transfer all (but not some only) of the shares comprised in the transfer notice to any person or persons provided that the price per share obtained shall not be less than the Transfer Price and the proposing transferor shall upon request furnish such information to the directors as they shall reasonably require in relation to the price per share obtained. The directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the transfer.

Unauthorised transfers null and void

- 10.9 Except for a Permitted Transfer (as defined in **Article 10.14**), any transfer or purported transfer of a "B" share made otherwise than in accordance with the provisions of **Articles 10.3 to 10.4 (inclusive) (Pre-emption Rights)** shall be null and void and of no effect.

Deemed transfers

- 10.10 If a shareholder, or other person entitled to transfer a share, at any time attempts to transfer, deal with or dispose of a "B" share or any legal or beneficial interest in such "B" share otherwise than in accordance with the preceding provisions of this Article, or if any of the events specified in **Article 10.12** occurs in respect of a shareholder, the provisions of **Article 10.11** shall apply.
- 10.11 Where **Article 10.10** applies to any shareholder, such shareholder shall be deemed to have given a transfer notice on the occurrence of such attempt or event and to have specified in such transfer notice as the price per share, the fair value of each share to be determined and confirmed in accordance with **Article 10.5 (Fair Value)** and the provisions of **Articles 10.3 to 10.4 (inclusive) (Pre-emption Rights)** shall mutatis mutandis apply (on the basis that there is no requirement that all but not some only of the shares the subject of the deemed transfer notice must be sold to existing shareholders).
- 10.12 The events referred to in **Article 10.10** are:

- 10.12.1 a Change in Control occurring in respect of a shareholder (being a corporation) or its holding company to the extent such shareholder holds "B" shares;
- 10.12.2 any transferee of shares pursuant to **Article 10.14.4** ceasing to be an associated undertaking (as defined in section 479(4) of the 2006 Act);
- 10.12.3 any shareholder (being a corporation) proposing or passing a resolution for its winding up, being subject to an order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off, having an administrator appointed in respect of it, proposing, making or being subject to an arrangement or composition with its creditors generally, applying to a court of competent jurisdiction for protection from its creditors generally or for a scheme of arrangement under section 895 of the 2006 Act (except in the latter case for the purpose of a voluntary reconstruction or amalgamation) or having a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
- 10.12.4 any shareholder (being an individual) proposing, making or being subject to an arrangement or composition with his creditors generally or having a bankruptcy order made against him;
- 10.12.5 the holding of a share as a bare nominee for any person.

Permitted Transfers

- 10.13 The provisions of **Articles 10.3 to 10.4** (inclusive) (**Pre-emption Rights**) shall not apply to a Permitted Transfer (as defined in **Article 10.14**).
- 10.14 A "Permitted Transfer" means:
 - 10.14.1 any transfer of any shares to which all the shareholders give their consent in writing;
 - 10.14.2 a purchase by the Company of its own shares in accordance with the provisions of the 2006 Act;
 - 10.14.3 any transfer of Family Shares which remain Family Shares in relation to the same person after the transfer;
 - 10.14.4 any transfer of any shares by a corporate shareholder to an associated undertaking (as defined in section 479(4) of the 2006 Act);
 - 10.14.5 any transfer of any shares by a corporate shareholder to a company formed to acquire the whole or substantially the whole of the undertaking and assets of such corporate shareholder as part of a scheme of amalgamation or reconstruction;
 - 10.14.6 any transfer of any shares by any shareholder to another shareholder or to any person who had been a shareholder prior to transferring his shares pursuant to this **Article 10.14**; and
 - 10.14.7 any transfer of shares pursuant to **Articles 10.16 (Tag Along) or 10.19 (Drag Along)**.
- 10.15 For the purpose of **Articles 10.10 to 10.12** inclusive, the word "shareholder" includes any former shareholder, the holders of any Family Shares of a shareholder or former shareholder, and the executors, administrators or other personal representatives of a deceased shareholder or former shareholder.

Tag Along

- 10.16 Subject to **Articles 10.17** and **10.21**, if the effect of any transfer of shares would, if completed, result in the transferee together with persons connected with that transferee obtaining Control of the Company, the transferor shall procure the making, by the proposed transferee, of a Come Along Offer to all shareholders. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 30 days of the date of such offer (which date shall be specified in the offer) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed, the directors shall not approve the making and registration of the relevant share transfer or transfers.
- 10.17 The provisions of **Articles 10.16 (Tag Along)** and **10.19 (Drag Along)** shall not apply to any transfer of Shares pursuant to **Article 10.13 (Permitted Transfers)** (other than **Article 10.14.7**).
- 10.18 “**Come Along Offer**” means an unconditional offer, open for acceptance for not less than 30 days, to purchase shares held by the recipients of a Come Along Offer (in the same proportions as are being transferred by the transferor) free from all liens, charges and encumbrances at a price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 10.16** (or any person with whom such transferee is connected or with whom such transferee is acting in concert) for shares (inclusive of the shares giving rise to the obligation to make the Come Along Offer) within the period of one year ending on the proposed date of completion of such transfer of shares.

Drag Along

- 10.19 If any shareholder or shareholders holding in aggregate 65% or more of the voting rights in the Company (the “**Sellers**”) wish to transfer their shares to any independent third party (the “**Buyer**”) pursuant to a bona fide arms length transaction, then the Sellers shall, provided that they have first given a transfer notice in respect of all of their shares in accordance with the provisions of **Articles 10.3** and **10.4** (and for these purposes any reference to “B” shares shall be read as a reference to shares generally in the Company), also have the option to require all of the other holders of shares to transfer their shares to the Buyer, or as the Buyer directs, on terms no less favourable than being offered to the Sellers by giving notice in writing (the “**Drag Along Notice**”) to that effect to all such other holders or persons (the “**Called Shareholders**”) specifying that the Called Shareholders are or will be required to transfer their shares pursuant to **Articles 10.19** and **10.20** free from all liens, charges and encumbrances and the price (the “**Proposed Price**”) at which such shares are proposed to be transferred such price being the same price per share which the Buyer is offering to the Sellers and shall be payable in cash on completion.
- 10.20 If the Called Shareholders (or any of them) shall make default in transferring their shares pursuant to **Article 10.19**, the provisions of **Article 10.7** shall apply to the transfer of such shares mutatis mutandis except that the Transfer Price shall be the Proposed Price.
- 10.21 Following the service of a Drag Along Notice and for as long as such notice remains in effect, shares held by Called Shareholders may not be transferred other than under **Article 10.19** and the provisions of **Article 10.16 (Tag Along)** shall not apply.

Right to require evidence

- 10.22 For the purpose of ensuring that a transfer of shares is duly authorised under this **Article 10** and that no circumstances have arisen whereby a transfer notice is deemed to be given or is required to be served, the directors may from time to time require any shareholder or past shareholder or the personal representatives, trustee in bankruptcy, receiver, administrative receiver, liquidator, administrator or similar officer of any shareholder or any person named as a transferee in any instrument of transfer lodged for registration, to furnish to them such information and evidence as the Directors may reasonably think fit regarding any matter which they consider relevant to establish whether such transfer is duly authorised or whether any circumstances have arisen

whereby a transfer notice is required to be served. Failing such information being furnished to the reasonable satisfaction of the Directors within a reasonable time after it has been requested, or if in the reasonable opinion of the Directors any such information or evidence is false in any material respect, the Directors may refuse to register the relevant transfer and/or declare by notice in writing to the relevant shareholder, personal representatives, trustees in bankruptcy, receiver, administrative receiver or administrator or similar officer that a transfer notice shall be deemed to have been given in respect of any relevant shares. Such deemed transfer notice shall be deemed to have specified that the price per share for such relevant shares shall be the fair value of each share to be determined and confirmed in accordance with **Article 10.5 (Fair Value)** and the provisions of **Articles 10.3 to 10.4 (inclusive) (Pre-emption Rights)** shall mutatis mutandis apply (on the basis that there is no requirement that all but not some only of the shares the subject of transfer notice must be sold to existing shareholders).

10.23 Re-designation of shares

If any share of any class is transferred pursuant to any of the provisions of these Articles to a shareholder holding shares of a different class, such share shall on and from the time of registration of the transfer of that share in the register of members of the Company be re-designated as a share of the same class as those already held by that shareholder.

10.24 Registration of Transfers

10.24.1 The Directors may refuse to register the transfer of a share unless:

10.24.1.1 it made in compliance with the provisions of this **Article 10**; and

10.24.1.2 it is in respect of only one class of shares; and

10.24.1.3 it is lodged at the registered office of the Company or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer; and

10.24.1.4 it is in favour of not more than four transferees.

10.24.2 The Directors shall register a transfer of shares made in compliance with the provisions of this **Article 10**. Model Article 26(5) shall not apply to the Company.

11. TRANSMITTEES BOUND BY PRIOR NOTICES

Model Article 29 shall be amended by the insertion of the words “, or the name of any person nominated under Model Article 27(2), “after the words “the transmittee’s name”.

12. NOTICE OF GENERAL MEETINGS

Every notice convening a general meeting shall:

12.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and

12.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

13. PROCEEDINGS AT GENERAL MEETINGS

13.1 No resolution shall be voted on and no other business shall be transacted at any general meeting of the Company unless a quorum is present when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present. A quorum shall consist of two shareholders present in person or by proxy

or (in the case of a shareholder being a corporation) by representative of whom one shall be a holder of "A" shares and the other shall be a holder of "B" shares save that:

13.1.1 if and for so long as all the shares in issue are of one class (subject to **Article 13.1.2**) two shareholders present in person or by proxy or (in the case of a shareholder being a corporation) by representative holding shares of that class shall be a quorum; and

13.1.2 if and for so long as the Company has only one person as a shareholder, one shareholder present in person or by proxy or (in the case of a shareholder being a corporation) by representative shall be a quorum.

13.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the same the shareholders present provided they hold more than one class of shares, shall form a quorum. Model Article 41(1) to (5) inclusive shall not apply to the Company.

14. VOTES OF SHAREHOLDERS

14.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a written resolution every shareholder has one vote in respect of each share held by him, on a show of hands every shareholder entitled to vote who (being an individual) is present in person or by proxy (not being himself a shareholder entitled to vote) or (being a corporation) is present by a representative or proxy (not being himself a shareholder entitled to vote) has one vote and, on a poll, each shareholder has one vote for each share held by him.

14.2 Subject to **Article 14.4** below, the holders of the "A" shares shall have the following rights:

14.2.1 if at any general meeting a poll is duly demanded on a resolution to remove from office any director appointed or deemed to be appointed by him under the provisions of **Article 4.1**, to ten votes for each share of which he is the holder; and

14.2.2 if at any general meeting a poll is duly demanded on a resolution to delete or amend or override or lead to the overriding of the provisions of this **Article 14.2**, or to adopt any other Article which gives more than one vote per share in respect of any such resolution as aforesaid, to ten votes for each share of which he is the holder if voting against such resolution.

14.3 Subject to **Article 14.4** below, the holders of the "B" shares shall have the following rights.

14.3.1 if at any general meeting a poll is duly demanded on a resolution to remove from office any director appointed or deemed to be appointed by him under the provisions of **Article 4.1**, to ten votes for each share of which he is the holder; and

14.3.2 if at any general meeting a poll is duly demanded on a resolution to delete or amend or override or lead to the overriding of the provisions of this **Article 14.3**, or to adopt any other Article which gives more than one vote per share in respect of any such resolution as aforesaid, to ten votes for each share of which he is the holder if voting against such resolution.

14.4 In the event that the holders of the "A" Shares or the "B" Shares cease to be entitled to appoint a director(s) under the provisions of **Article 4.1**, the provisions of **Articles 14.2** or **14.3** (as the case may be) shall cease to apply.

15. **COMPANY COMMUNICATION PROVISIONS**

15.1 Where:-

15.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and

15.1.2 the Company is able to show that it was properly addressed, prepaid and posted.

it is deemed to have been received by the intended recipient 24 hours after it was posted.

15.2 Where:-

15.2.1 a document or information is sent or supplied by electronic means, and

15.2.2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent.

15.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient -

15.3.1 when the material was first made available on the website, or

15.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

15.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 15.1, 15.2 and 15.3.**

Names, addresses and descriptions of Subscribers	No. and class of shares
Boxout Limited Konstantinou Skokou 1 Capital Chambers 5 th Floor Agios Antonios 1061, Nicosia Cyprus	65 A ordinary shares of £1 each
Yamtov Holdings Limited 64 New Cavendish Street London W1G 8TB	35 B ordinary shares of £1 each

Dated: 29 July 2016

APPENDIX 1

ANNEXURE - Model Articles

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

- 1. In the articles, unless the context requires otherwise—

“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;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

“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;

“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 31;

“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;

“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;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“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 shareholder or otherwise by operation of law; 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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

2. 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

Directors' general authority

3. 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.

Shareholders' reserve power

4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;
- as they think fit.

(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.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

6.—(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.

(2) 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

Directors to take decisions collectively

7.—(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 8.

(2) If—

- (a) the company only has one director, and
 - (b) 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.

Unanimous decisions

8.—(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.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article 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.

(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.

Calling a directors' meeting

9.—(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.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) 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.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(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 7 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.

Participation in directors' meetings

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

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

(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.

(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.

Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

(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—

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

12.—(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairman.

(3) The directors may terminate the chairman's appointment at any time.

(4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), 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.

(7) 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.

Records of decisions to be kept

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

Directors' discretion to make further rules

16. 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

Methods of appointing directors

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

(a) by ordinary resolution, or

(b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as—

- (a) 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;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) [paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013]
- (f) 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.

Directors' remuneration

- 19.—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
 - (b) 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.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) 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

All shares to be fully paid up

- 21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

- 22.—(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.
- (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.

Company not bound by less than absolute interests

23. 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.

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

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

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

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

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

(3) The company may retain any instrument of transfer which is registered.

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

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

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

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

(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.

Exercise of transmittees' rights

28.—(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.

(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.

(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.

Transmittees bound by prior notices

29. If a notice is given to a shareholder 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 shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(2) 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.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' 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 shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) 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.

(6) 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.

(7) 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.

Payment of dividends and other distributions

31.—(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—

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

(b) 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;

(c) 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

(d) 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.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

(a) the holder of the share; or

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

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

No interest on distributions

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

(a) the terms on which the share was issued, or

(b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

33.—(1) All dividends or other sums which are—

(a) payable in respect of shares, and
(b) 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.

(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.

(3) If—

(a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) 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.

Non-cash distributions

34.—(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).

(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—

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

Waiver of distributions

35. 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—

(a) the share has more than one holder, or

(b) 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

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

(a) 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

(b) 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.

(2) Capitalised sums must be applied—

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

(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.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied 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.

(5) Subject to the articles the directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) 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

(c) 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 SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

37.—(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.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) 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.

(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.

(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.

(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.

Quorum for general meetings

38. 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.

Chairing general meetings

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

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

(3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

41.—(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, the chairman of the meeting must adjourn it.

- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
 - (a) the meeting consents to an adjournment, or
 - (b) 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
 - (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (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

Voting: general

42. 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.

Errors and disputes

- 43.—(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.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

- 44.—(1) A poll on a resolution may be demanded—
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) 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.
- (2) A poll may be demanded by—
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

- 45.—(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
 - (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

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

(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.

(4) Unless a proxy notice indicates otherwise, it must be treated as—

(a) 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

(b) 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.

Delivery of proxy notices

46.—(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.

(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.

(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.

(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.

Amendments to resolutions

47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) 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

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

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

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

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

(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.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

48.—(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.

(2) 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.

(3) 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.

Company seals

49.—(1) Any common seal may only be used by the authority of the directors.

- (2) The directors may decide by what means and in what form any common seal is to be used.
- (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.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

50. 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 shareholder.

Provision for employees on cessation of business

51. 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.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

- 52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets 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 an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated 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 an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

- 53.—(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.
- (2) In this article—
- (a) a "relevant director" means any director or former director of the company or an associated company,
 - (b) 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 associated company or any pension fund or employees' share scheme of the company or associated company, and
 - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.