

Frank Sutton Holdings Limited

Company number: 11516137

Written resolutions of the Company

Circulation Date:.....17/10/2019.....

In accordance with section 291 of the Companies Act 2006, the Directors of the Company propose that the members of the Company pass the following written resolutions as special resolutions.

Proposed Written Resolutions

RESOLUTION 1 – adoption of new articles of association

THAT the articles of association attached to this resolution (the “**New Articles**”) be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

RESOLUTION 2 – re-classification of shares

(a) THAT the existing shares in the capital of the Company should be re-classified as follows:

- (i) 123 of the ordinary shares of £1 registered in the name of Marilyn Sutton should be re-classified as B ordinary shares, having the rights attaching to those shares specified at clause 3.2 of the New Articles; and
- (ii) 127 of the ordinary shares of £1 registered in the name of Charles Frank Sutton should be re-classified as B ordinary shares, having the rights attaching to those shares specified at clause 3.2 of the New Articles.

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COMPANIES HOUSE

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

Each of the undersigned, a person entitled to vote on the above Resolutions on the circulation date shown above, hereby irrevocably agrees to the Resolutions above.

Signed: 
Marilyn Sutton

Date: 17 / 10 / 2019

Signed: 
Charles Frank Sutton

Date: 17 / 10 / 2019

NOTES

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to the Company at its registered office

Post: returning the signed copy by post to the Company at its registered office

2. You cannot agree to some but not all of the Resolutions. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3. Where, by 18 / 11 / 19, insufficient agreement has been received for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please indicate your agreement and notify us as soon as possible.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

The Companies Act 2006

Frank Sutton Holdings Limited

Company Number 11516137

Articles of Association

Adopted by Written Resolution

on.....*18 October 2019*.....

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF

Frank Sutton Holdings Limited

INTRODUCTION

1. INTERPRETATION

1.1 In these articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in Article 11.1;

Articles: means the Company's articles of association for the time being in force;

Business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Call: has the meaning given in article 26;

Call Notice: has the meaning given in article 26;

Company's lien: has the meaning given in article 24;

Conflict: has the meaning given in article 8.1;

Eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Fair Value: means shall be the price per Share determined on the following bases and assumptions:

- (i) valuing the Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
- (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (iii) that the Sale Shares are capable of being transferred without restriction;
- (iv) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares premium or discount which is properly attributable to the percentage of the issued Share capital of the Company which they represent; and
- (v) reflecting any other factors which should reasonably be taken into account;

Lien Enforcement Notice: has the meaning given in article 25;

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these articles;

Shares: means the shares in the Company or rights to subscribe for, or to convert securities into, shares in the company;

Valuers: means the accountancy practice retained by the Company to prepare its statutory accounts, or if there is none, or if they are unwilling or unable to act, an accountancy practice nominated by agreement between the Company and the shareholder concerned (or if relevant their personal representative) nominated by the President for the time being of the Institute of Chartered Accountants in England & Wales.

1.1 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in

the Act shall have the same meanings in these Articles.

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to an 'article' is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.5 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9 (1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 21, 24 (2) (c), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 (2) of the Model Articles shall be amended by the insertion of the words '(for so long as he remains the sole director)' after the words 'and the director may'.
- 1.10 Article 20 of the Model Articles shall be amended by the insertion of the words '(including any alternate directors) and any secretary' before the words 'properly incur'.
- 1.11 Article 26 (1) of the Model Articles shall be amended by the insertion of the words "and, unless the share is fully paid, the transferee" after the word "transferor".
- 1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words 'subject to article 10' after the word 'But'.
- 1.13 Article 29 of the Model Articles shall be amended by the insertion of the words ', or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Model Article 28(2),' after the words 'the transmittee's name'.
- 1.14 Articles 31(1) (a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors

decide"

- 1.15 Article 36(4) of the Model Articles shall be amended by the insertion of the words
", or towards paying up any amounts unpaid on existing shares held by the
persons entitled" after the words "or as they may direct".

2. OBJECTS OF THE COMPANY

2.1 The Company's objects are:

- (a) To carry on business as a general commercial company; and
- (b) any other trade or business which may seem to the Company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company.

2.2 Notwithstanding article 2.1, the Company's objects are unrestricted.

3. SHARES

3.1 The issued share capital of the Company at the date these Articles are adopted consists of two classes of Ordinary shares known as "Ordinary" shares and "Ordinary B" shares and both of the Ordinary and Ordinary B shares are non-redeemable and have a nominal value of £1.

3.2 The rights attaching to the Ordinary and Ordinary B shares are as follows:

Ordinary

- (a) each Ordinary share shall carry the right to one vote, at general meetings of the Company and in respect of written resolutions of the shareholders;
- (b) each Ordinary share shall have the right to participate in dividends and other distributions of the Company declared or paid in respect of the Ordinary shares, *pari passu* with the other Ordinary shares; and
- (c) each Ordinary share shall have the right to participate in capital distributed by the Company in the course of its winding-up, *pari passu* with the other shares in issue.

Ordinary B

- (a) each Ordinary B share shall carry the right to one vote, at general meetings of the Company and in respect of written resolutions of the Shareholders;

- (b) each Ordinary B share shall have the right to participate in dividends and other distributions of the Company declared or paid in respect of the Ordinary B shares, pari passu with the other Ordinary B shares; and
- (c) each Ordinary B share shall have the right to participate in capital distributed by the Company in the course of its winding-up, pari passu with the other shares in issue.

3.3 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

4. FURTHER ISSUES OF SHARES: AUTHORITY

4.1 The share capital of the Company is comprised of Ordinary Shares and B Ordinary Shares of £1.00 each.

4.2 Subject to the remaining provisions of this article 4 and to article 5, the directors are generally and unconditionally authorised, for the purposes of section 550 of the Act or, where the Company has more than one class of shares, section 551 (1) of the Act and generally, to exercise any power of the Company to:

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

shares of the class(es) described in Article 4.1 above to any person, at any time and subject to any terms and conditions as the directors think proper. Shares may be issued as nil, partly paid or fully paid shares.

5. FURTHER ISSUES OF SHARES: PRE-EMPTION RIGHTS

5.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.

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

- (a) shall be in writing, shall be open for acceptance for a period of 21 business days from the date of the offer and shall give details of the number and

subscription price of the relevant Shares; and

- (b) shall stipulate that any existing shareholder who wishes to subscribe for a number of Shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Shares (Excess Shares) for which he wishes to subscribe;

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

- 5.3 Any Shares not accepted by shareholders pursuant to the offer made to them in accordance with Article 5.1 shall be used for satisfying any requests for Excess Shares made pursuant to Article 5.1. If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to the existing shareholders in accordance with Article 5.1 (as nearly as possible without involving fractions or increasing the number of Excess Shares allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Shares remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the existing shareholders.
- 5.4 Any Shares not allotted to shareholders in accordance with Articles 5.1 and 5.2 and to section 551 of the Act, shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 5.5 No shares shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

6. DIRECTORS' MEETINGS

- 6.1 Any 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. Such a decision 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. Where there is only one director such a decision is taken when that director comes to a view on the matter. 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.
- 6.2 The quorum for the transaction of business at a meeting of directors is any two directors, however if there is only one director in office, the quorum for such meeting shall be one director. When the Company has only two directors, and the board is considering whether to authorise a conflict pursuant to article 8, the

quorum for those purposes shall be one (but the director having the conflict shall not vote or count towards the quorum).

- 6.3 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.

7. DIRECTORS' DEALINGS WITH THE COMPANY

- 7.1 A director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 7.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with article 7.1 above.
- 7.3 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under articles 7.1 and 7.2 and any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 7.4 A director need not declare an interest under article 7.1 and article 7.2 as the case may be:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;
 - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or
 - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

8. DIRECTORS' CONFLICTS OF INTEREST

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which

would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict) provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director.

8.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time; and

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

8.3 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the Company; or
- (b) use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

8.4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

8.5 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and insofar as he does not do so their authorisation will no longer be valid; and
- (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of

its authorisation and provided that the conflicted director is not in breach of his duties set out in s171 to 177 of the Act otherwise than by reason of the mere existence of the conflict.

- 8.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9. RECORDS OF DECISIONS TO BE KEPT

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

10. NUMBER OF DIRECTORS

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

11. ALTERNATE DIRECTORS

- 11.1 Any director (other than an alternate director) (in this article, the appointor) may appoint any person (whether or not a director) to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 11.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 11.3 The notice must:
- (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 11.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

11.5 Except as the Articles specify otherwise, alternate directors:

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

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

11.6 A person who is an alternate director but not a director:

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

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

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

11.9 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; or
- (c) when the alternate director's appointor ceases to be a director for whatever reason.

12. APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to

have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

13. RIGHT TO DEMAND A POLL

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

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

14 PROXIES

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

14.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

15 NO VOTING RIGHTS FOR SHARES ON WHICH MONEY IS OWED TO THE COMPANY

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

16 NOTICE

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

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

- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

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

17 INDEMNITY

- 17.1 Subject to article 17.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 16(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 17.2 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.

- 17.3 In this article:

companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

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

18 TRANSFER OF SHARES

Pre-emption right on transfer of Shares

- 18.1 No Share and no interest in any Share shall be transferred to any person otherwise than in accordance with these Articles, and any transfer not made pursuant to such provisions shall be void and of no effect and the Directors shall decline to sanction registration of it.
- 18.2 Every Shareholder who wishes to transfer or otherwise dispose of Shares (or any interest in Shares) (the "**Vendor**"), other than to their spouse or civil partner, or as provided by this article shall give notice in writing (a "**Transfer Notice**") to the Company specifying:
- (a) the number and class of Shares which (or an interest in which) he wishes to transfer ("**Sale Shares**"); and
 - (b) the name of the person, if any, to whom he wishes to transfer the Sale Shares or an interest in the Sale Shares (and such other information about that person that the other shareholders may require) (the "**Proposed Transferee**"); together, if applicable, with the price which has been agreed in respect of a bona fide sale at which he proposes to transfer such Shares (or interest in Shares).
- 18.3 The Transfer Notice shall constitute the Company as the Vendor's agent for the sale of the Sale Shares at the Transfer Price and on the terms set out in these Articles. In the case where the shareholder has not agreed a price for the Sale Shares with a Proposed Transferee and Fair Value is determined by the Valuers, the shareholder shall have the right (within 5 Business Days of the Valuers' determination) to withdraw the Transfer Notice (which shall be deemed never to have been delivered) and continue to hold the Sale Shares.
- 18.4 Within 5 Business Days of receiving the Transfer Notice (or, if later within 5 Business Days after the Transfer Price has been agreed or determined) the Directors shall, by notice in writing, offer the Sale Shares for sale at the Transfer Price to the other members of the Company in proportion to the number of Shares (of whatever class) held by them respectively or as near to that as circumstances admit (a "**Quota Offer**"). The Quota Offer shall:

- (a) specify the number and class of Sale Shares;
- (b) specify the number of Shares offered to the offeree;
- (c) specify the Transfer Price;
- (d) specify the Proposed Transferee (if any);
- (e) inform the offerees that they may purchase such additional number of Sale Shares above his Quota Offer (not exceeding the number of Sale Shares less the number of Shares specified in his Quota Offer) as he may desire ("**Excess Shares**"); and
- (f) specify the time (which shall be 20 Business Days after service on the Company of the Transfer Notice in question) within which the Quota Offer is open for acceptance and specify that if it is not so accepted, it shall be treated for all purposes as declined.

18.5 An offeree may accept the Quota Offer for all (but not some only) of the Shares specified in it; and shall furthermore specify the maximum number of Excess Shares he is willing to purchase (if any).

18.6 Any Sale Shares not accepted under the Quota Offers shall be allocated by the Directors amongst the offerees applying for Excess Shares as nearly as may be in proportion to the number of Shares held by them respectively (provided always that no offeree shall have allocated to him a number of Sale Shares greater than he has offered to purchase). Any Excess Shares not so allocated shall (subject to the previous proviso) be allocated amongst the offerees applying for Excess Shares in proportion to the number of Excess Shares applied for. Such allocations shall be notified to offerees applying for Excess Shares not later than seven days after the last day for acceptance of the Quota Offer and such notification shall constitute acceptance of the offer for Excess Shares.

18.7 Fractions of Shares that would otherwise not be allocated shall be consolidated and allocated by drawing lots.

18.8 If:

- (a) the directors do not give a Purchase Notice to the Vendor in respect of all of those Sale Shares; or

- (b) the Company has not made a Quota Offer or Quota Offers within the time specified in this article,

then that Vendor may:

- (a) within three months of the date of the Transfer Notice, sell the Sale Shares to the Proposed Transferee at not less than the Transfer Price, where that Proposed Transferee was disclosed in the Transfer Notice; or
- (b) withdraw the Transfer Notice (which shall be deemed never to have been delivered) and continue to hold the Sale Shares, where no Proposed Transferee was disclosed in the Transfer Notice,

provided that the Vendor's right to transfer Shares to the Proposed Transferee is subject always to the provisions of article 18.28, and in addition if the directors are not satisfied that the Vendor has transferred the Sale Shares to the Proposed Transferee in pursuance of a bona fide sale for a price which is not less than the Transfer Price without any deduction, rebate or allowance whatsoever, they shall refuse to register the transfer concerned.

18.9 If the Directors have found a purchaser or purchasers for some or all of the Sale Shares, they shall not later than 5 Business Days after the last day for acceptance of the Quota Offer give notice (a "**Purchase Notice**") to the Vendor specifying the name of each purchaser (the "**Purchaser**") and the number of Sale Shares to be purchased by them.

18.10 If the Directors give a Purchase Notice, the Vendor shall be bound on payment of the Transfer Price to transfer the relevant Sale Shares to the Purchaser and to deliver up his certificate for the Sale Shares.

18.11 If the Vendor, after having become bound, makes default in transferring the Sale Shares the Company may:

- (a) receive the purchase money;
- (b) authorise any Director to transfer the Sale Shares to the Purchaser;
- (c) cause the name of the Purchaser to be entered on the register as the holder of the Sale Shares; and

- (d) hold the purchase money on trust for the Vendor, although it is not obliged to earn or pay interest on it.

The receipt of the Company for the purchase money shall be a good discharge to the Purchaser.

Transfer Price

18.12 For the purposes of these Articles the expression "**Transfer Price**" shall mean:

- (a) the price per Share (if any) specified in a Transfer Notice, if the shareholder concerned has agreed a purchase price for the Sale Shares with a Proposed Transferee; or
- (b) if the shareholder concerned has given a Transfer Notice but has not agreed a purchase price for the Sale Shares with a Proposed Transferee, such price per Share (representing the Fair Value of that Share) as the shareholder and the directors may agree; or
- (c) in default of determination under (a) or (b) above, the Fair Value of the Shares, determined by the Valuers (acting as experts and not as arbitrators) and notified to the Company and the shareholders (or if relevant their personal representatives).

18.13 In circumstances where a Compulsory Event has occurred, the Fair Value of the Sale Shares shall be determined without regard to the matters giving rise to such Compulsory Event or the consequences of those matters for the Company.

18.14 The determination of the Valuers shall, except in the case of manifest error, be final and binding on all shareholders. The Valuers' professional costs shall be borne as the Valuers may determine and, in default of a determination on costs, such costs shall be borne equally between the Company and the shareholder concerned (or if relevant their personal representatives). For this purpose, the Valuers shall be given by the directors, and shall take account of, all information which a prudent prospective purchaser of the entire issued Share capital of the Company might reasonably require if such purchaser were proposing to purchase the Shares from a willing vendor by private treaty and at arm's length. The Valuers shall decide on the procedure to be followed in the determination (provided that, in any event, the Valuers shall give all relevant parties a full opportunity to make such written representations as they reasonably wish to) and shall use reasonable endeavours to deliver that determination in writing to the relevant parties within 30 Business Days of being appointed.

Compulsory transfers

18.15 In this article “**Continuing Shareholders**” means all holders of Shares in the Company not including the shareholder who is treated as having given a Transfer Notice immediately before a Compulsory Event.

18.16 A shareholder is deemed to have served a Transfer Notice in respect of all Shares held by him immediately before any of the following events (each a “**Compulsory Event**”):

- (a) his death; or
- (b) a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.

18.17 The price at which the Sale Shares are offered by the Vendor to the Continuing Shareholders pursuant to the deemed Transfer Notice shall be the Fair Value of those Sale Shares.

18.18 Forthwith upon a Transfer Notice being deemed to be served under Article 18.16 above, the Shares subject to that Transfer Notice shall cease to confer on the holder of them any rights:

- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- (b) to receive dividends or other distributions otherwise attaching to those Shares; or
- (c) to participate in any future issue of Shares issued in respect of those Shares.

18.19 The Continuing Shareholders may accept the offer set out in a Transfer Notice deemed served under this article in respect of the number of Shares they are entitled to purchase at any time up to 35 Business Days after the date of the Transfer Notice, and if they do the following provisions of this Article will apply. If any Continuing Shareholder does not accept such offer, the other Continuing

Shareholders may purchase his entitlement in such proportions as they may decide between them.

Completion of Share purchase

18.20 In this article "**Continuing Shareholders**" has the meaning given in Article 18.15.

18.21 Completion of the sale and purchase of Shares under this Article shall take place:

- (a) 40 Business Days after the date of a Transfer Notice deemed served under Article 18.16; and
- (b) 10 Business Days after the Directors issue a Purchase Notice pursuant to Article 18.9.

18.22 At such completion:

- (a) the Vendor shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Shares to him, together with the relevant Share certificate(s) (or an indemnity in lieu thereof);
- (b) each relevant Continuing Shareholder shall pay the purchase price due for the Sale Shares being transferred to him by telegraphic transfer for same day value to the account specified by the Vendor; and
- (c) the Vendor shall deliver, or procure that there are delivered to the Company, his resignation (if relevant) as an officer of the Company, to take effect from completion.

18.23 Any transfer of Shares by way of a sale pursuant to these Articles shall be deemed to include a warranty that the Vendor sells the Shares with full title guarantee.

18.24 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.

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

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

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

18.28 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.

19 SECRETARY

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

20 PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the value of 5% of the Company's share capital.

21 INSURANCE

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

22 DIVIDENDS

22.1 In addition to the provisions as set out in the Model Articles, except as otherwise provided for by the Articles or the rights attached to shares, all dividends must be:

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
- (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

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

22.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

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

23.1 If:

- (a) a share is subject to the Company's lien (as defined in article 24), and;
- (b) the directors are entitled to issue a Lien Enforcement Notice in respect of it, they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a Lien Enforcement Notice.

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

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

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

24 COMPANY'S LIEN OVER SHARES

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

24.2 The Company's lien over a share:

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

24.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

25 ENFORCEMENT OF THE COMPANY'S LIEN

25.1 Subject to the provisions of this article, if:

- (a) a Lien Enforcement Notice has been given in respect of a share; and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the directors decide.

25.2 A Lien Enforcement Notice:

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

25.3 Where shares are sold under this article:

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

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

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable by that person (or his estate or any joint holder of the shares) after the date of the Lien Enforcement Notice.

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

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

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

26 CALL NOTICES

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

26.2 A call notice:

- (a) may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the Company;
- (b) must state when and how any call to which it relates is to be paid; and
- (c) may permit or require the call to be made in instalments.

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

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

- (a) revoke it wholly or in part; or
- (b) specify a later time for payment than is specified in the notice,

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

27 LIABILITY TO PAY CALLS

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

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

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

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

28 WHEN CALL NOTICE NEED NOT BE ISSUED

28.1 A call notice need not be issued in respect of sums which are specified, in the

terms on which a share is issued, as being payable to the Company in respect of that share:

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

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

29 FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

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

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

29.2 For the purposes of this article:

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

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

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

30 NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

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

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

31 DIRECTORS' POWER TO FORFEIT SHARES

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

32 EFFECT OF FORFEITURE

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

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

32.2 Any share which is forfeited in accordance with the Articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

32.3 If a person's shares have been forfeited:

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

- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

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

33 PROCEDURE FOLLOWING FORFEITURE

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

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

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

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

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

- (a) was, or would have become, payable; and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share,

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

34 SURRENDER OF SHARES

34.1 A shareholder may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture;
- (b) which the directors may forfeit; or
- (c) which has been forfeited.

34.2 The directors may accept the surrender of any such share.

- 34.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 34.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.