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2020

THE COMPANIES ACT 2006  
PRIVATE LIMITED COMPANY

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ARTICLES OF ASSOCIATION  
OF  
A.B.A. SERVICES HOLDINGS LIMITED

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 **HOWES  
PERCIVAL**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**A.B.A. SERVICES HOLDINGS LIMITED**

**With registered company number 12021286**

**PART 1**

**1. Defined terms**

- 1.1 The regulations contained in the Model Articles for Private Companies Limited by Shares set out in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Company.
- 1.2 If any of the terms in these Articles conflict with the terms of the Shareholders' Agreement, the terms of the Shareholders' Agreement shall prevail.
- 1.3 In the Articles, unless the context requires otherwise:

<b>"2006 Act"</b>	means the Companies Act 2006;
<b>"Articles"</b>	means the Company's Articles of Association;
<b>"Bankruptcy"</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>"Chairman"</b>	has the meaning given in Article 12;
<b>"Chairman of the meeting"</b>	has the meaning given in Article 39;
<b>"Companies Acts"</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
<b>"Director"</b>	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
<b>"Distribution Recipient"</b>	has the meaning given in Article 30;
<b>"Document"</b>	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>"Electronic Form"</b>	has the meaning given in section 1168 of the 2006 Act;

<b>"Fully Paid"</b>	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;
<b>"Group"</b>	means the Company and any subsidiary of the Company from time to time (such subsidiary at the date of this agreement being, A.B.A Insurance Services Limited (company number 02706320) and Bradshaw Bennett (Lancashire) Limited (company number 08241162)). Each company in the Group is a <b>"Group Company"</b> .
<b>"Hard Copy Form"</b>	has the meaning given in section 1168 of the 2006 Act;
<b>"holder"</b>	in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;
<b>"Information"</b>	means a document in Hard Copy Form;
<b>"Investor"</b>	means Heath Crawford & Foster (Holdings) Limited (company number 03001306);
<b>"Investor Director"</b>	means as defined in the Shareholders' Agreement;
<b>"New Shares"</b>	means shares in the capital of the Company or rights to subscribe for or to convert into such shares which, in either case, the Company proposes to allot or grant as the case may be after the date of adoption of these Articles;
<b>"Ordinary Resolution"</b>	has the meaning given in section 282 of the 2006 Act;
<b>"Paid"</b>	means paid or credited as paid;
<b>"Participate"</b>	in relation to a Directors' meeting, has the meaning given in Article 10;
<b>"Proxy Notice"</b>	has the meaning given in Article 45;
<b>"Shareholder"</b>	means a person who is the holder of a Share, together the <b>Shareholders</b> ;
<b>"Shareholders' Agreement"</b>	means the agreement entered into between the Investor, the Founders (as defined in the Shareholders' Agreement), the Company, A.B.A. Insurance Services Limited and Bradshaw Bennett (Lancashire) Limited on the same date as the adoption of the Articles, governing their relationship as Shareholders (along with any variations thereon);
<b>"Shares"</b>	means any share of any class issued and allotted in the capital of the Company from time to time;
<b>"Special Resolution"</b>	has the meaning given in section 283 of the 2006 Act;
<b>"Subsidiary"</b>	has the meaning given in section 1159 of the 2006 Act;

**"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.

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

1.5 Prior to a grant of representation, a reference to a personal representative, in relation to any deceased Shareholder, means a person who can apply for a grant of representation as the person named as an executor in the will of the deceased Shareholder, or the person who can apply for letters of administration in priority to other persons under the Non-Contentious Probate Rules 1987 (SI 1987/2024).

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.7 Except where expressly stated, a reference to any of the Shareholders includes a reference to their legal and personal representatives, successors and assigns.

## **2. Limit of liability**

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

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

## **3. Directors' general authority**

3.1. The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## **4. Shareholders' reserve power**

4.1. The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

4.2. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

## **5. Directors may delegate**

5.1. The Directors may, with the consent of a majority of the Board including the Investor Director, delegate any of the powers which are conferred on them under the Articles:

- 5.1.1. to such person or committee;
- 5.1.2. by such means (including by power of attorney);
- 5.1.3. to such an extent;
- 5.1.4. in relation to such matters or territories; and
- 5.1.5. on such terms and conditions,  
as they think fit.
- 5.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 5.3. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **6. Committees**

Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on the provisions of these Articles which govern the taking of decisions by Directors. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **7. 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.
- 7.2. If:
  - 7.2.1. the Company only has one Director; and
  - 7.2.2. no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may, subject to Articles 8.3 and 15 take decisions without regard to any other of the provisions of the Articles relating to Directors' decision-making.

### **8. 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.
- 8.2. Such a decision may take the form of a resolution in writing, copies of which each eligible Director has otherwise indicated agreement.
- 8.3. 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.

- 8.4. 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.

**9. 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.

- 9.2. Notice of any Directors' meeting must indicate:

9.2.1. its proposed date and time;

9.2.2. where it is to take place; and

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

- 9.3. Notice of a Directors' meeting must be given to each Director, but need not be in writing.

9.4. 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.

**10. Participation in Directors' meetings**

- 10.1. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

10.1.1. the meeting has been called and takes place in accordance with the Articles; and

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

10.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

10.3. 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.

**11. 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.

11.2. Subject to Article 11.4 below, 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 unless there is just a sole Director in office and, unless otherwise fixed, it is two.

11.3. 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:

11.3.1. to appoint further Directors; or

11.3.2. to call a general meeting so as to enable the Shareholders to appoint further Directors.

11.4. A meeting of the Directors shall not be quorate unless the Investor Director (if appointed) and a Founder Director (as defined in the Shareholders' Agreement) are present. In the event there shall be only one Director, the quorum shall be one Director.

11.5. A resolution in writing signed by the chairman of a meeting of the Directors, which contains confirmation that due notice was given to all Directors and clearly states those Directors who voted in favour or against any proposed resolution shall be valid and effectual as if it had been passed at a meeting of Directors.

**12. Chairing of Directors' meetings**

12.1. The Directors may appoint a Director to chair their meetings.

12.2. The person so appointed for the time being is known as the Chairman.

12.3. The Directors may terminate the Chairman's appointment at any time.

12.4. 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.

**13. Casting Vote**

The Chairman or other Director chairing the meeting shall not, if the numbers of votes for and against a proposal are equal, have a second or casting vote.

**14. Conflicts of interest**

At a meeting of the Directors or on a written resolution pursuant to Article 11.5, a Director may be counted to quorum and vote on any resolution notwithstanding that it in any way concerns or relates to a matter in which that Director has, directly or indirectly, any kind of interest whatsoever, providing such interest is declared at the meeting.

**15. Records of decisions to be kept**

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.

**16. Directors' discretion to make further rules**

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.

## **NUMBER AND APPOINTMENT OF DIRECTORS**

**17. Methods of appointment of Directors**

17.1. The maximum number of Directors shall be five. Whenever the Company has two or more Directors, at least one of them shall be a natural person.

17.2. Any person 16 years of age or more and who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

17.2.1. by Special Resolution; or

17.2.2. by a decision of the Directors.

- 17.3. In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the Investor has the right, by notice in writing, to appoint a person to be a Director.

**18. Termination of Director's appointment**

- 18.1. A person ceases to be a Director as soon as:

- 18.1.1. that person ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited from being a Director by law;
- 18.1.2. a Bankruptcy order is made against that person;
- 18.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 18.1.4. 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;
- 18.1.5. notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 18.1.6. he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- 18.1.7. the remainder of the board of Directors passes a resolution to remove the Director if the Director does not hold any shares in the capital of the Company. This Article 18.1.7 shall not apply to the Investor Director, for so long as the Investor (or an Investor Group Company of the Investor, as defined in the Shareholders' Agreement) is a Shareholder.

**19. Directors' remuneration**

- 19.1. Directors may undertake any services for the Company that the Directors decide.
- 19.2. Directors are entitled to such remuneration as the Directors determine:
- 19.2.1. for their services to the Company as Directors; and
- 19.2.2. for any other service which they undertake for the Company.
- 19.3. Subject to the Articles, a Director's remuneration may:
- 19.3.1. take any form; and
- 19.3.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 19.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 19.5. 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.

**20. Directors' expenses**



20.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

20.1.1. meetings of Directors or committees of Directors;

20.1.2. general meetings; or

20.1.3. separate meetings of the holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

### **PART 3**

#### **SHARES AND DISTRIBUTIONS SHARES**

##### **21. 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.

21.2. This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

##### **22. 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 Special Resolution.

22.2. 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.

##### **23. Rights attached to each class of Share**

23.1. At the date of adoption of these Articles, the share capital of the Company consists of ordinary shares of £1.00 each, ordinary A shares of £1.00 each and ordinary B shares of £1.00 each, which shall rank equally in all respects save as set out in the Articles and the Shareholders' Agreement. Subject to the provisions contained within the Shareholders' Agreement, each Share carries the right to:-

23.1.1. one vote per share;

23.1.2. receipt of dividends in accordance with the rights attached to each class of share where the Company has sufficient available profits and declares a dividend; and

23.1.3. receipt of capital on the winding up of the Company or any Group Company.

##### **24. Company not bound by less than absolute interests**

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

## 25. **Issue of New Shares**

25.1. No New Shares will be allotted or issued to any person unless the Company has offered those New Shares in accordance with and subject to the provisions of this Article 25 to each of the current Shareholders, at the same price and in respect of each such Shareholder pro rata to their holding of the relevant Shares expressed as a proportion of the total number of relevant Shares in issue (its **"New Issue Entitlement"**).

25.2. An offer of New Shares;

25.2.1. will stipulate a period of not less than 14 days and not exceeding 21 days within which it must be accepted or in default will lapse (a **"New Issue Offer Period"**); and

25.2.2. may stipulate that any relevant Shareholder who wishes to subscribe for a number of New Shares in excess of his New Issue Entitlement will in his acceptance state how many additional New Shares he wishes to subscribe for and any New Shares not accepted by other holders will be used to satisfy the requests for additional New Shares pro rata to each requesting relevant Shareholder's New Issue Entitlement.

25.2.3. If any New Shares are not taken up pursuant to this Article 25 (the **"Excess New Shares"**), the Excess New Shares may be offered by the Company to any person other than its Shareholders at no lesser price and otherwise on no more favourable terms, except that no Excess New Shares will be issued more than three months after the end of the New Issue Offer Period unless the procedure in this Article 25 is repeated in respect of those Excess New Shares.

## 26. **Share certificates**

26.1. The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

26.2. Every certificate must specify:

26.2.1. in respect of how many Shares, of what class, it is issued;

26.2.2. the nominal value of those Shares;

26.2.3. that the Shares are Fully Paid; and

26.2.4. any distinguishing numbers assigned to them.

26.3. No certificate may be issued in respect of Shares of more than one class.

26.4. If more than one person holds a share: only one certificate may be issued in respect of it.

26.5. Certificates must:

26.5.1. have affixed to them the Company's common seal; or

26.5.2. be otherwise executed in accordance with the Companies Acts.

## 27. **Replacement share certificates**

27.1. A Shareholder exercising the right to be issued with such a replacement certificate:

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

27.1.2. must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

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

## **28. Share transfers**

28.1. 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.

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

28.3. The Company may retain any Instrument of transfer which is registered.

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

28.5. Subject to Article 28.6 below, 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.

28.6. The Directors may not refuse to register the transfer of any share in the capital of the Company where the transfer has taken place in accordance with the terms of the Shareholders' Agreement.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **29. Procedure for declaring dividends**

29.1. The Company may, by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends but 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 and no dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights.

29.2. Unless:

29.2.1. the Shareholders' resolution to declare;

29.2.2. Directors' decision to pay a dividend; or

29.2.3. 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.

29.3. 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 arrears.

29.4. 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.

29.5. 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.

### **30. Payment of dividends and other distributions**

30.1. 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:

30.1.1. transfer to a bank or building society account specified by the Distribution Recipient in writing; or

30.1.2. sending a cheque, payable to the Distribution Recipient, by post to the Distribution Recipient at his 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; or

30.1.3. 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.

30.2. In the Articles, "the Distribution Recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

30.2.1. the holder of the share;

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

30.2.3. if the holder is no longer entitled to the share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

### **31. No Interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by the terms on which the share was issued, or the provisions of another agreement between the holder of that share and the Company.

### **32. Unclaimed distributions**

32.1. All dividends or other sums which are payable in respect of Shares and 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.

32.2. The payment for any such dividend or other sum into a separate account does not make the Company a trustee in respect of it and if:

32.2.1. the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remaining owing by the Company;

32.2.2. twelve years have passed from the date on which a dividend or other sum became due for payment; and

32.2.3. 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.

**33. Non-cash distributions**

33.1. 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).

33.2. 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:

33.2.1. fixing the value of any assets;

33.2.2. paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

33.2.3. vesting any assets in trustees.

**34. Waiver of distributions**

34.1. 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:

34.1.1. the share has more than one holder; or

34.1.2. more than one person is entitled to the share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

**CAPITALISATION OF PROFITS**

**35. Authority to capitalise and appropriation of capitalised sums**

35.1. The Directors may, if they are so authorised by an Ordinary Resolution:

35.1.1. decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

35.1.2. appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

35.2. Capitalised sums must be applied:

35.2.1. on behalf of the persons entitled; and

35.2.2. in the same proportions as a dividend would have been distributed to them.

35.3. 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.

- 35.4. 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.
- 35.5. Subject to the Articles the Directors may:
- 35.5.1. apply capitalised sums in accordance with Articles 35.3 or 35.4 above partly in one way and partly in another;
- 35.5.2. make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- 35.5.3. authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

## **PART 4**

### **DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS**

#### **36. Attendance and speaking at general meetings**

- 36.1. 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.
- 36.2. A person is able to exercise the right to vote at a general meeting when:
- 36.2.1. that person is able to vote, during the meeting, all resolutions put to the vote at the meeting; and
- 36.2.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 36.3. 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.
- 36.4. In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 36.5. 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.

#### **37. Quorum for general meetings**

The quorum for a general meeting shall be two, providing that one of those two persons is the Investor and any Founder (as defined in the Shareholders' Agreement). If at anytime, there is only one member of the Company, such member acting alone shall be considered quorate.

#### **38. Chairing general meetings**

38.1. If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

38.2. 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:

38.2.1. the Directors present; or

38.2.2. (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.

38.3. The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

### **39. Attendance and speaking by Directors and non-Shareholders**

39.1. Directors may attend and speak at general meetings, whether or not they are Shareholders.

39.2. The chairman of the meeting may permit other persons who are not:

39.2.1. shareholders of the Company; or

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

### **40. Adjournment**

40.1. 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, or if at any time during a quorate general meeting the meeting directs him to do so, the chairman of the meeting must adjourn it and he may adjourn a general meeting at which a quorum is present if:

40.1.1. the meeting consents to an adjournment; or

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

40.2. When adjourning a general meeting, the chairman of the meeting must:

40.2.1. either specify the time and place to which it is adjourned or state that it is to be continue at a time and place to be fixed by the Directors; and

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

40.3. 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):

40.3.1. to the same persons to whom notice of the Company's general meetings required to be given; and

40.3.2. containing the same information which such notice is required to contain.

40.4. 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 and if, at an adjourned general meeting, a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall be a quorum.

## **VOTING AT GENERAL MEETINGS**

### **41. Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded and acted upon in accordance with these Articles and sections 321 and 322 of the 2006 Act.

### **42. Errors and disputes**

42.1. 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.

42.2. Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **43. Poll Votes**

43.1. A poll on a resolution may be demanded:

43.1.1. in advance of the general meeting where it is to be put to the vote; or

43.1.2. at a general meeting either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

43.2. A poll may be demanded by:

43.2.1. the chairman of the meeting;

43.2.2. the Directors;

43.2.3. two or more person having the right to vote on the resolution; or

43.2.4. 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.

43.3. A demand for a poll may be withdrawn if:

43.3.1. the poll has not yet been taken; and

43.3.2. the chairman of the meeting consents to the withdrawal.

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

### **44. Content of Proxy Notices**

44.1. Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:

44.1.1. states the name and address of the Shareholder appointing the proxy;



- 44.1.2. identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- 44.1.3. is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 44.1.4. is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 44.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 44.3. 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.
- 44.4. Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 44.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 44.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **45. Delivery of Proxy Notices**

- 45.1. 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.
- 45.2. 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.
- 45.3. 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.
- 45.4. 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.

#### **46. Written resolutions of the Members of the Company**

- 46.1. A resolution in writing circulated to all those entitled to receive notice of a general meeting which is signed by the requisite percentage of the Shareholders to pass such resolution, shall be valid and effectual as if it had been passed at a general meeting.

### **PART 5**

#### **ADMINISTRATIVE ARRANGEMENTS**

#### **47. Means of communication to be used**

- 47.1. Anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the 2006 Act 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.

- 47.2. Every notice convening a general meeting shall comply with the provisions of section 307 and 325 of the 2006 Act as to the length of notice required for the meeting and the giving of information to Shareholders in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any Shareholder is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company.
- 47.3. 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.
- 47.4. 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.

#### **48. Deemed delivery of documents and information**

- 48.1. Any notice, document or other information sent or supplied by the Company:
  - 48.1.1. sent by post to an address in the United Kingdom (provided that the Company is able to show that it (or the envelope) was properly addressed, prepaid and posted) shall be deemed to have been received 48 hours from the date of posting; or
  - 48.1.2. left at a shareholder's registered address or such other postal address as notified by the shareholder to the Company for the purpose of receiving Company communications, shall be deemed to have been received on the day it was left.
- 48.2. For the purposes of this Article 48, no account shall be taken of any part of a day that is not a working day.
- 48.3. A shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notice may be given to him, shall be entitled to have notices, documents or other information sent to him at that address, but otherwise no such shareholder shall be entitled to receive any notice, document or other information from the Company.

#### **49. No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

#### **50. Provision for employees on cessation of business**

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

### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **51. Indemnity**

- 51.1. Subject to Article 51.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

51.1.1. 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;

51.1.2. 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 2006 Act); and

51.1.3. any other liability incurred by that Director as an officer of the Company or an associated company.

51.2. 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.

51.3. In this Article:

51.3.1. Companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate; and

51.3.2. a "relevant Director" means any Director or former Director of the Company or an associated company.

## **52. Insurance**

52.1. 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.

52.2. In this Article:

52.2.1. a "relevant Director" means any Director or former Director of the Company or an associated company;

52.2.2. 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

52.2.3. companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.