

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
BALLYDRUM INVESTMENTS LIMITED

Company Number: NI632129

Adopted by Special Resolution passed on 5<sup>th</sup> April 2024

INDEX TO THE ARTICLES

PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms
2. Liability of members

PART 2  
DIRECTORS  
**DIRECTORS' POWERS AND RESPONSIBILITIES**

3. Number of Directors
4. Directors' general authority
5. Shareholders' reserve power

DECISION-MAKING BY DIRECTORS

6. Directors to take decisions collectively
7. Unanimous decisions
8. Calling a directors' meeting
9. Participation in directors' meetings
10. Quorum for directors' meetings
11. Chairing of directors' meetings
12. Casting vote
13. Conflicts of interest
14. Records of decisions to be kept
15. Directors' discretion to make further rules

APPOINTMENT OF DIRECTORS

16. Eligibility and appointment of Directors
17. Termination of director's appointment
18. Directors' remuneration
19. Directors' expenses

## PART 3 SHARES AND DISTRIBUTIONS SHARES

- 20. Share Capital
- 21. All shares to be fully paid up
- 22. Issue of Shares (including different classes of share)
- 23. Company not bound by less than absolute interests
- 24. Share certificates
- 25. Replacement share certificates
- 26. Share transfers
- 27. Pre-emption Rights on Transfers of Shares
- 28. Permitted Transfers
- 29. Transmission of shares
- 30. Exercise of transmitters' rights
- 31. Transmitters bound by prior notices

## DIVIDENDS AND OTHER DISTRIBUTIONS

- 32. Procedure for declaring dividends
- 33. Payment of dividends and other distributions
- 34. No interest on distributions
- 35. Unclaimed distributions
- 36. Non-cash distributions
- 37. Waiver of distributions

## CAPITALISATION OF PROFITS

- 38. Authority to capitalise and appropriation of capitalised sums

## PART 4 DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

- 39. Attendance and speaking at general meetings
- 40. Quorum for general meetings
- 41. Chairing general meetings
- 42. Attendance and speaking by directors and non-shareholders
- 43. Adjournment

## VOTING AT GENERAL MEETINGS

- 44. Voting: general
- 45. Errors and disputes
- 46. Poll votes
- 47. Content of proxy notices
- 48. Delivery of proxy notices
- 49. Amendments to resolutions

## PART 5 ADMINISTRATIVE ARRANGEMENTS

- 50. Means of communication to be used
- 51. Company seals
- 52. No right to inspect accounts and other records
- 53. Provision for employees on cessation of business

## DIRECTORS' INDEMNITY AND INSURANCE

- 54. Indemnity
- 55. Insurance

## PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

### Defined terms

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

“A Share” means an ordinary share of £1 in the capital of the Company designated as an A Share;

“A Shareholder” means the holder of A Shares in the Company;

“**articles**” means the company’s articles of association;

“B Share” means an ordinary share of £1 in the capital of the Company designated as a B Share;

“B Shareholder” means the holder of B Shares in the Company;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“Business Day” a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business;

“**chairman**” has the meaning given in article 11;

“**chairman of the meeting**” has the meaning given in article 41;

“Civil Partner” means, in relation to a shareholder, a civil partner as defined in the Civil Partnership Act 2004;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

**“director”** means a director of the company, and includes any person occupying the position of director, by whatever name called;

**“distribution recipient”** has the meaning given in article 33;

**“document”** includes, unless otherwise specified, any document sent or supplied in electronic form;

**“electronic form”** has the meaning given in section 1168 of the Companies Act 2006;

**“Encumbrance”** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;

**“Family Trust”** means, in relation to a shareholder, a trust set up wholly for the benefit of that shareholder and/or that shareholder’s Privileged Relations;

**“fully paid”** in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

**“hard copy form”** has the meaning given in section 1168 of the Companies Act 2006;

**“holder”** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**“instrument”** means a document in hard copy form;

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

**“paid”** means paid or credited as paid;

**“participate”**, in relation to a directors’ meeting, has the meaning given in article 9;

**“Permitted Transfer”** means a transfer of shares made in accordance with article 28;

**“Permitted Transferee”** means, in relation to a shareholder, any of his Privileged Relations or the trustees of his Family Trust(s);

**“Privileged Relation”** means the spouse or Civil Partner of the A Shareholder or B Shareholder and the children or grandchildren of the A Shareholder or B Shareholder (including step and adopted children and grandchildren);

**“proxy notice”** has the meaning given in article 47;

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

**“Shareholders’ Agreement”** means an agreement between the shareholders of the Company;

**“shares”** means shares in the company;

**“special resolution”** has the meaning given in section 283 of the Companies Act 2006;

**“subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;

**“Transfer Price”** has the meaning given in article 27(3);

**“transmittee”** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

**“writing”** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

#### Liability of members

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

## PART 2

### DIRECTORS

#### **DIRECTORS’ POWERS AND RESPONSIBILITIES**

##### Number of Directors

3. (1) The number of directors shall not be less than two.  
(2) Directors shall be appointed in accordance with article 16 of these articles.

##### **Directors’ general authority**

4. Subject to the articles and the provisions contained in the Shareholders’ Agreement, the directors are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

##### **Shareholders’ reserve power**

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

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

## DECISION-MAKING BY DIRECTORS

### Directors to take decisions unanimously

6. The general rule about decision-making by directors is that any decision of the directors must be unanimous in accordance with article 7.

### Unanimous decisions

7. (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.  
(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.  
(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.  
(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### Calling a directors' meeting

8. (1) Any director may call a directors' meeting by giving not less than 7 Business Days' notice on the other director(s) notice of the meeting.  
(2) Notice of any directors' meeting must be accompanied by:  
(a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and  
(b) copies of any papers to be discussed at the meeting.  
(4) A shorter period of notice of a meeting of directors may be given if all the directors are in agreement.  
(5) Notice of a directors' meeting must be given to each director, but need not be in writing.

### Participation in directors' meetings

9. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—  
(a) the meeting has been called and takes place in accordance with the articles, and  
(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.  
(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

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

#### **Quorum for directors' meetings**

10. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.  
(2) The quorum for directors' meetings shall be two eligible directors.  
(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—  
(a) to appoint further directors, or  
(b) to call a general meeting so as to enable the shareholders to appoint further directors.

#### **Chairing of directors' meetings**

11. (1) The directors may appoint a director to chair their meetings.  
(2) The person so appointed for the time being is known as the chairman.  
(3) The directors may terminate the chairman's appointment at any time.  
(4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### **Casting vote**

12. (1) 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.  
(3) In the event of a deadlock on any decision at a meeting of directors that the directors consider to be a fundamental issue, any director may notify the other of their desire to appoint a non-executive chairperson to the board of directors (the "Independent Chairperson") in which case:  
(a) the directors shall, within 7 days of such notice, agree the identity of the party to be appointed as Independent Chairperson;  
(b) if they are unable to agree the identity of the Independent Chairperson then any one of them may request the president for the time being of the Chartered Institute of Accountants in Ireland to nominate the Independent Chairperson on their behalf;  
(c) within 7 days of the appointment of the Independent Chairperson, the directors shall convene a meeting with the sole item on the agenda being the resolution of the issue in dispute;  
(d) at such meeting, the directors shall be entitled to make such oral and written representations to the Independent Chairperson as they consider appropriate provided always that written submissions must be presented to the Independent Chairperson at least 48 hours prior to the meeting;

- (e) the directors agree to be bound by the decision of the Independent Chairperson as to what is in the best interests of the Company;
- (f) as soon as the Independent Chairperson has cast their vote and confirmed their decision they shall be deemed to have immediately resigned from their position as Independent Chairperson.

#### Conflicts of interest

13. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—
  - (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
  - (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.



## Records of decisions to be kept

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

## Directors' discretion to make further rules

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

## APPOINTMENT OF DIRECTORS

### Eligibility and appointment of Directors

16. Any A Shareholder and B Shareholder (or their Permitted Transferees) shall be entitled to act as a director of the company for as long as they continue to hold such shares, in accordance with the terms outlined in the Shareholders' Agreement.

### Termination of director's appointment

17. A person ceases to be a director as soon as—
  - (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

### Directors' remuneration

18.
  - (1) Directors may undertake any services for the company that the directors decide.
  - (2) Directors are entitled to such remuneration as the directors determine—
    - (a) for their services to the company as directors, and
    - (b) for any other service which they undertake for the company.
  - (3) Subject to the articles, a director's remuneration may—
    - (a) take any form, and
    - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

#### **Directors' expenses**

19. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

### **PART 3**

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **Share Capital**

20. (1) A Shares and B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- (2) Each A Share and B Share shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company;
- (3) A Shareholders and B Shareholders shall be entitled to participate in lawful dividends on a *pari passu* basis;
- (4) A Shareholders and B Shareholders shall be entitled to participate in lawful distributions on a *pari passu* basis; and
- (5) A Shares and B Shares are not redeemable.

#### **All shares to be fully paid up**

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

#### **Issue of Shares (including different classes of share)**

22. The Company may not issue shares or other equity securities (within the meaning of section 560(1) of the Companies Act 2006) to any person, unless that person is a party to the Shareholders Agreement or has executed and delivered a deed of adherence thereto.

## Company not bound by less than absolute interests

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

## Share certificates

24. (1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.  
(2) Every certificate must specify—  
(a) in respect of how many shares, of what class, it is issued;  
(b) the nominal value of those shares;  
(c) that the shares are fully paid; and  
(d) any distinguishing numbers assigned to them.  
(3) No certificate may be issued in respect of shares of more than one class.  
(4) If more than one person holds a share, only one certificate may be issued in respect of it.  
(5) Certificates must—  
(a) have affixed to them the company's common seal, or  
(b) be otherwise executed in accordance with the Companies Acts.

## Replacement share certificates

25. (1) If a certificate issued in respect of a shareholder's shares is—  
(a) damaged or defaced, or  
(b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.  
(2) A shareholder exercising the right to be issued with such a replacement certificate—  
(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;  
(b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and  
(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

## Share transfers

26. (1) Subject to articles 27 and Error! Reference source not found., no shareholder shall create any Encumbrance over, transfer or otherwise dispose of or give any person any rights in or over any share or interest in any share in the Company, unless it is:  
(a) approved by the other shareholder(s) in writing; or  
(b) permitted or required under article 27, article Error! Reference source not found., or the Shareholders' Agreement; and

- (c) carried out in accordance with article 27, article Error! Reference source not found., or the Shareholders' Agreement (as the case may be).
- (2) No transfer of shares shall be registered unless the transferee or such shares has executed and delivered a deed of adherence to the Shareholders' Agreement.
- (3) Shares may be transferred in accordance with these articles of the Shareholders' Agreement 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.
- (4) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (5) The company may retain any instrument of transfer which is registered.
- (6) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

#### Pre-emption Rights on Transfers of Shares

- 27. (1) Except where the provisions of article 28 apply, if an A Shareholder or B Shareholder (a "Seller") wishes to transfer their shares (the "Sale Shares"), they must give notice (a "Transfer Notice") in writing to the other shareholder(s) (the "Non Seller(s)").
- (2) If a Seller serves a Transfer Notice, any Permitted Transferee of that Seller to whom shares have been transferred in accordance with article 28 is also deemed to have served a Transfer Notice in respect of all their shares on the same date as the Seller's Transfer Notice is served.
- (3) The Transfer Price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these articles of the Shareholders' Agreement, be the price per Sale Share (in cash) agreed between the A Shareholder and B Shareholder within a reasonable period of the Transfer Notice being served.
- (4) As soon as practicable following the agreement of the Transfer Price, and in any event within 20 Business Days, the A Shareholder or B Shareholder (as applicable) shall confirm to the Seller in writing whether or not they wish to purchase the Sale Shares for the Transfer Price.
- (5) If:
  - (a) the Non Seller does wish to purchase the Sale Shares for the Transfer Price, the Seller shall, against payment from the Non Seller, execute and deliver a transfer of the Sale Shares to the Non Seller or such of the Non Seller's Permitted Transferees as they shall direct, together with such other documents as the Non Seller may reasonably require to show good title to the Sale Shares, or to enable them or their Permitted Transferees to be registered as the holder of the Sale Shares;
  - (b) the A Shareholder and B Shareholder fail to agree the Transfer Price pursuant to article 27(3) or if the Non Seller has indicated that they do not wish to purchase the Sale Shares, the A Shareholder and B Shareholder shall take all steps necessary to wind the company up in a timely fashion.
- (6) If the Seller fails to comply with article 27(5)(a), the Non Seller may, as agent on behalf of the Seller, complete, execute and deliver in the Seller's

name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Non Seller or the Non Seller's nominated Permitted Transferee(s).

## Permitted Transfers

28. (1) Subject to article 28(2), the A Shareholder and B Shareholder may transfer any of their Shares to any of their respective Permitted Transferees without being required to follow the steps set out in article 27.
- (2) the A Shareholder and B Shareholder may only transfer shares to the trustees of a Family Trust if the other is satisfied:
- (a) with the terms of the Family Trust and, in particular, with the powers of the trustees;
  - (b) with the identity of the trustees; and
  - (c) that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.
- (2) Subject to article 28(2), any shareholder holding shares as a result of a Permitted Transfer made by the A Shareholder or B Shareholder in accordance with this article may, at any time, transfer their shares back to the A Shareholder or B Shareholder (as applicable) or to another of their respective Permitted Transferees, without being required to follow the steps set out in article 27.
- (3) If a Permitted Transfer has been made to a Privileged Relation of the shareholder, that Privileged Relation shall within 10 Business Days of ceasing to be a Privileged Relation of the shareholder (whether by reason of divorce, dissolution of a civil partnership or otherwise but not by reason of death) execute and deliver to the Company a transfer of the shares held by them to the shareholder (or, if so directed by the shareholder, to a Permitted Transferee of the shareholder) for nominal consideration, failing which any other shareholder, as agent on behalf of the Privileged Relation in question may complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant shares to the relevant shareholder.
- (4) If a Permitted Transfer has been made to the trustees of a Family Trust, the trustees of that Family Trust shall within 10 Business Days of that Family Trust ceasing to be wholly for the benefit of the settlor of that Family Trust and/or such settlor's Privileged Relations execute and deliver to the Company a transfer of the shares held by them or the Family Trust the A Shareholder or B Shareholder (as applicable) or, if so directed by the A Shareholder or B Shareholder (as applicable) , to one or more of their Permitted Transferees, for such consideration as may be agreed between them, failing which the shareholders shall take all steps necessary to wind the Company up in a timely fashion.
- (5) The directors may, as a condition to the registration of any transfer of shares to a Permitted Transferee require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of the Shareholders' Agreement. If any such condition is imposed in accordance with this article 28, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

## Transmission of shares

29. (1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

## Exercise of transmittees' rights

30. (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

## Transmittees bound by prior notices

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

## DIVIDENDS AND OTHER DISTRIBUTIONS

### Procedure for declaring dividends

32. (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must

be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

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

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

### Payment of dividends and other distributions

33. (1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

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

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

### No interest on distributions

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

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company.

### Unclaimed distributions

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

- (a) payable in respect of shares, and

- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If—
  - (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
  - (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

#### Non-cash distributions

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

#### Waiver of distributions

37. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
- (a) The share has more than one holder, or
  - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

### CAPITALISATION OF PROFITS

#### Authority to capitalise and appropriation of capitalised sums

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



- (b) appropriate any sum which they so decide to capitalise (a “capitalised sum”) to the persons who would have been entitled to it if it were distributed by way of dividend (the “persons entitled”) and in the same proportions.
- (2) Capitalised sums must be applied—
  - (a) on behalf of the persons entitled, and
  - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may—
  - (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## PART 4

### DECISION-MAKING BY SHAREHOLDERS

#### ORGANISATION OF GENERAL MEETINGS

##### Attendance and speaking at general meetings

39. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### Quorum for general meetings

40. No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

#### Chairing general meetings

41. (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
- (a) the directors present, or
  - (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

#### Attendance and speaking by directors and non-shareholders

42. (1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not—
- (a) shareholders of the company, or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

#### Adjournment

43. (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### Voting: general

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

### Errors and disputes

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

### Poll votes

46. (1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—
- (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

- (3) A demand for a poll may be withdrawn if—
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### Content of proxy notices

- 47. (1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
  - (a) states the name and address of the shareholder appointing the proxy;
  - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### Delivery of proxy notices

- 48. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

#### Amendments to resolutions

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

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
  - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### Means of communication to be used

- 50.
  - (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
  - (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
  - (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### Company seals

- 51.
  - (1) Any common seal may only be used by the authority of the directors.
  - (2) The directors may decide by what means and in what form any common seal is to be used.
  - (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
  - (4) For the purposes of this article, an authorised person is—
    - (a) any director of the company;
    - (b) the company secretary (if any); or

- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### No right to inspect accounts and other records

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

#### Provision for employees on cessation of business

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

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

#### Indemnity

- 54. (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—
  - (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
  - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
  - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article—
  - (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (b) a "relevant director" means any director or former director of the company or an associated company.

#### Insurance

- 55. (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In this article—

- (a) a “relevant director” means any director or former director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.