



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PUBLIC LIMITED COMPANY**

Company No. 7201852

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

BIRLEY PRIVATE DINING PLC

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

Given at Companies House on **24th March 2010**



N07201852C



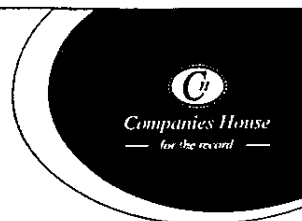
Companies House
— for the united kingdom —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company

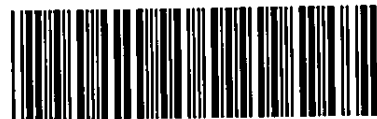


A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register a
private or public company

☒ **What this form is NOT for**
You cannot use this form to register
a limited liability partnership. To do
this, please use form LL IN01

WEDNESDAY



LD1 24/03/2010
COMPANIES HOUSE

294

Part 1 Company details

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full *

Birley Private Dining plc

For official use

7 2 0 1 8 5 2

① Duplicate names

Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions *

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

② Company name restrictions

A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' *

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

③ Name ending exemption

Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type *

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☒ Public limited by shares
☐ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ Company type

If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number 10

Street Norwich Street

Post town

County/Region London

Postcode

E C 4 A 1 B D

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☒ Public company

Option 3

☐ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	Ms
Full forename(s)	Bibi Rahina
Surname	Ally
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ①**

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

① Service address

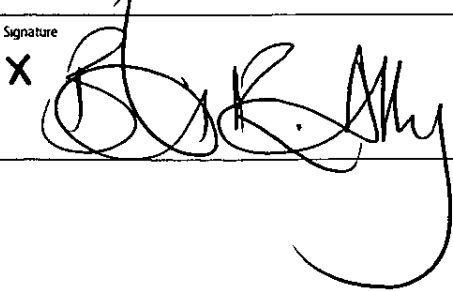
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ①**

I consent to act as secretary of the proposed company named in Section A1.

Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div> <div style="flex-grow: 1;">  </div> <div style="margin-left: 10px;">X</div> </div>
-----------	--

① Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary

C1 Corporate secretary appointments ①		① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>	
Country		
C2 Location of the registry of the corporate body or firm		
Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3 EEA companies ②		
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered ③		
Registration number		
C4 Non-EEA companies		
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
Registration number		
C5 Signature ⑤		
I consent to act as secretary of the proposed company named in Section A1		⑤ Signature The person named above consents to act as corporate secretary of the proposed company
Signature	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Signature</div> <div style="margin-left: 10px; font-size: 2em;">X</div> <div style="margin-left: 100px; font-size: 2em;">X</div> </div>	

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Application to register a company

Director**D1 Director appointments ①**

Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5	
Title*	Mr
Full forename(s)	Clive Stuart
Surname	Richardson
Former name(s) ②	
Country/State of residence ③	United Kingdom
Nationality	British
Date of birth	d 1 d 4 m 0 m 1 y 1 y 9 y 6 y 5
Business occupation (if any) ④	Director

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2 Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

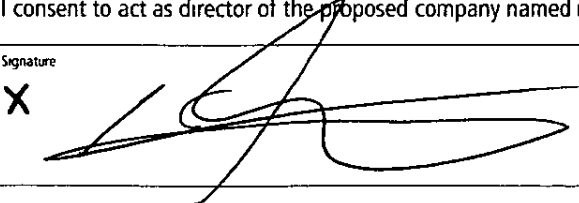
⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3 Signature ⑥

I consent to act as director of the proposed company named in Section A1	
Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">X</div>  <div style="margin-left: 20px;">X</div> </div>

⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Director**D1 Director appointments**

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	Mr
Full forename(s)	Robin Marcus
Surname	Birley
Former name(s)	
Country/State of residence	United Kingdom
Nationality	British
Date of birth	^d 1 ^d 9 ^m 0 ^m 2 ^y 1 ^y 9 ^y 5 ^y 8
Business occupation (if any)	Retailer

1 Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

2 Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

3 Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

4 Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2 Director's service address

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	253
Street	Grays Inn Road
Post town	
County/Region	London
Postcode	W C 1 X 8 Q T
Country	United Kingdom

5 Service address

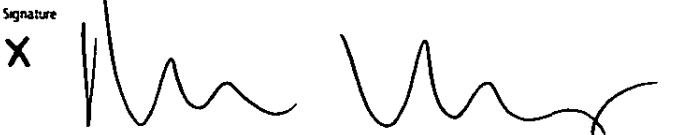
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3 Signature

I consent to act as director of the proposed company named in Section A1.

Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div>  <div style="margin-left: 10px;">X</div> </div>
-----------	--

6 Signature

The person named above consents to act as director of the proposed company.

IN01 – continuation page

Application to register a company

Director

D1**Director appointments ¹**

Please use this section to list all the directors of the company
For a corporate director, complete Sections E1-E5

Title*	Mr																
Full forename(s)	Dimitri John																
Surname	Goulandris																
Former name(s) ²																	
Country/State of residence ³	United Kingdom																
Nationality	British																
Date of birth	<table><tr><td>d</td><td>3</td><td>d</td><td>1</td><td>m</td><td>0</td><td>m</td><td>8</td><td>y</td><td>1</td><td>y</td><td>9</td><td>y</td><td>6</td><td>y</td><td>6</td></tr></table>	d	3	d	1	m	0	m	8	y	1	y	9	y	6	y	6
d	3	d	1	m	0	m	8	y	1	y	9	y	6	y	6		
Business occupation (if any) ⁴	Investor																

¹ Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

² Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

³ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

⁴ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

D2**Director's service address ⁵**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	4							
Street	St James's Place							
Post town								
County/Region	London							
Postcode	<table><tr><td>S</td><td>W</td><td>1</td><td>A</td><td>1</td><td>N</td><td>P</td></tr></table>	S	W	1	A	1	N	P
S	W	1	A	1	N	P		
Country	United Kingdom							

⁵ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⁶**

I consent to act as director of the proposed company named in Section A1.

Signature

Signature

X

X



⁶ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1	Corporate director appointments ①	
	Please use this section to list all the corporate directors taken on formation	
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
	① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number	
E2	Location of the registry of the corporate body or firm	
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only	
E3	EEA companies ②	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ③		
Registration number		
	② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
E4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		
	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register	
E5	Signature ⑤	
	I consent to act as director of the proposed company named in Section A1	
Signature	Signature 	
	⑤ Signature The person named above consents to act as corporate director of the proposed company	

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ **Yes** Complete the sections below→ **No** Go to **Part 4 (Statement of guarantee)****F1 Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling
 If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
A Ordinary Shares	£ 0 25	£ 0 75	50,000	£ 50,000 00
				£
				£
				£
Totals			50,000	£ 50,000 00

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies
 Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares 50,000

Total aggregate nominal value ❹ £50,000 00

❹ **Total aggregate nominal value**
 Please list total aggregate values in different currencies separately For example £100 + €100 + \$10 etc

❶ Including both the nominal value and any share premium

❷ Number of shares issued multiplied by nominal value of each share

Continuation Pages

Please use a Statement of Capital continuation page if necessary

❸ Total number of issued shares in this class

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

A Ordinary Shares

Prescribed particulars

1

Voting rights

On a vote on a written resolution or on a resolution on a poll taken at a meeting, each holder of A Ordinary Shares (an "A Ordinary Shareholder") has one vote in respect of each A Ordinary Share held by him

Dividend rights

Any amounts distributed by the Company in or in respect of any financial year shall be apportioned amongst the A Ordinary Shareholders in proportion to the numbers of such shares held by them respectively

Rights on a return of capital

On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied as to 90% in favour of the A Ordinary Shareholders and C Ordinary Shareholders (in proportion to the number of A Ordinary Shares and C Ordinary Shares held by each of them as if they comprised a single class) and 10% in favour of the B Ordinary Shareholders (in proportion to the number of B Ordinary Shares held by each of them) provided that

(i) in the event that the aggregate subscription price paid for B Ordinary Shares is less than £10,000,000 the entitlement of the B Ordinary Shareholders shall be reduced on a proportionate straight line basis down to 0% if the aggregate subscription price was nil with any corresponding reduction being added to the entitlement of the A Ordinary Shareholders and C Ordinary Shareholders, and

1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Class of share		
Prescribed particulars ❶	<p>(ii) after the return of £100 million of such surplus assets and before any additional distribution to the A Ordinary Shareholders, B Ordinary Shareholders and C Ordinary Shareholders each Deferred Shareholder shall be entitled to receive an amount equal to the nominal value of each Deferred Share held by him</p> <p>On a Share Sale the net proceeds of sale shall be distributed in the order of priority set out in Article 17 4 1 and the directors shall not register any transfer of shares if the proceeds of sale are not so distributed</p> <p>Redemption The A Ordinary Shares are non-redeemable</p>	<p>❶ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Robin Marcus Birley	A Ordinary Shares	50,000	Sterling (£)	1 00	0 75	0 25
Address 253 Grays Inn Road London WC1X8QT						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

- Yes Complete the sections below
- No Go to Part 5 (Statement of compliance)

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters.

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

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Application to register a company

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters.

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

→ No Go to **Section H1** (Statement of compliance delivered by the subscribers)

→ Yes Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

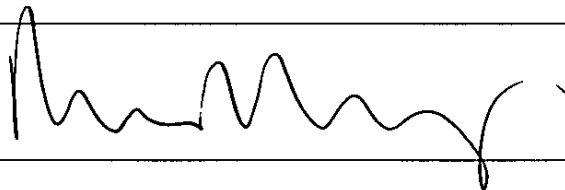
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X



X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

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Subscriber's signature

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Subscriber's signature

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Subscriber's signature

Signature

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Subscriber's signature

Signature

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X

IN01

Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2


Statement of compliance delivered by an agent


Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association


Agent's name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with
Agent's signature	Signature X


IN01


Application to register a company


 Presenter information	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Howard Corney
Company name	Macfarlanes LLP
Address	
20 Cursitor Street	
Post town	
County/Region	London
Postcode	E C 4 A 1 L T
Country	United Kingdom
DX	
Telephone	020 7849 2373

 Certificate
We will send your certificate to the presenters address (shown above) or if indicated to another address shown below
<input type="checkbox"/> At the registered office address (Given in Section A6) <input type="checkbox"/> At the agents address (Given in Section H2)

 Checklist
We may return forms completed incorrectly or with information missing
Please make sure you have remembered the following
<input type="checkbox"/> You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website. <input type="checkbox"/> If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent. <input type="checkbox"/> You have used the correct appointment sections. <input type="checkbox"/> Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number. <input type="checkbox"/> The document has been signed, where indicated. <input type="checkbox"/> All relevant attachments have been included. <input type="checkbox"/> You have enclosed the Memorandum of Association. <input type="checkbox"/> You have enclosed the correct fee.

 Important information
Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.

 How to pay
A fee of £20 is payable to Companies House to register a company.
Make cheques or postal orders payable to 'Companies House'.


 Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
 The Registrar of Companies, Companies House,
 Crown Way, Cardiff, Wales, CF14 3UZ
 DX 33050 Cardiff

For companies registered in Scotland
 The Registrar of Companies, Companies House,
 Fourth floor, Edinburgh Quay 2,
 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
 DX ED235 Edinburgh 1
 or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
 The Registrar of Companies, Companies House,
 First Floor, Waterfront Plaza, 8 Laganbank Road,
 Belfast, Northern Ireland, BT1 3BS
 DX 481 N R Belfast 1

Section 243 exemption
 If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
 The Registrar of Companies, PO Box 4082,
 Cardiff, CF14 3WE

 Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANIES ACT 2006

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

BIRLEY PRIVATE DINING PLC

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

Name of subscriber

Authentication by each subscriber

Robin Birley

A handwritten signature in black ink, appearing to read 'Robin Birley', with a stylized, wavy line extending from the end.

Dated **24** March 2010

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

BIRLEY PRIVATE DINING PLC

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

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THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

BIRLEY PRIVATE DINING PLC

1 Application of model articles

1 1 The model articles of association for public companies contained in Schedule 3 to The Companies (Model Articles) Regulations 2008 ("**Model Articles**") as in force at the date of adoption of these Articles shall apply to the Company, save insofar as they are excluded or modified by, or are inconsistent with, the following Articles

1 2 In these Articles, reference to a particular Model Article is to that article of the Model Articles

2 Definitions and interpretation

2 1 The Model Articles shall apply as if the following paragraph were included in the list of defined terms in Model Article 1

"**clear days:** in relation to a period of a notice means that period excluding the day when the notice is deemed to be received (or, if earlier, received) and the day of the meeting,"

and as if the following words were deleted from Model Article 33(5)

"(that is, excluding the date of the adjourned meeting and the day on which the notice is given)–"

2 2 In these Articles the following words and expressions have the following meanings:

the Act: the Companies Act 2006,

A Ordinary Shareholder: a holder of A Ordinary Shares,

A Ordinary Shares: A ordinary shares of £1 00 each in the capital of the Company,

Birley Sister Companies: each of Birley Retail plc, Birley Nightclub plc, Birley Restaurant plc and Birley Bar plc,

B Ordinary Shareholder: a holder of B Ordinary Shares,

B Ordinary Shares: B ordinary shares of £0.01 each in the capital of the Company,

C Ordinary Shareholder: a holder of C Ordinary Shares,

C Ordinary Shares: C ordinary shares of £0.01 each in the capital of the Company,

a Conflict Situation: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest,

Controlling Interest: means an interest in 50 per cent or more of the issued A Ordinary Shares and C Ordinary Shares (as if they comprised a single class),

the Controlling Shareholder: the holder or holders of, in aggregate, more than one half in nominal value of the issued A Ordinary Shares and C Ordinary Shares (as if they comprised a single class),

Deferred Shareholder: a holder of Deferred Shares,

Deferred Shares: deferred shares of £0.01 each in the capital of the Company,

Founder Life Member: each person holding a beneficial interest in any B Ordinary Shares upon their original allotment and issue to the Nominee,

Family Member: the spouse, parents, children (including step-children and adopted children) and grandchildren (including step-grandchildren and adopted grandchildren) of a Founder Life Member,

member: a person who is the owner of a Share;

the Nominee: Birley Club Nominees Limited or a replacement nominee,

Patient: a person who lacks capacity as defined in the Mental Capacity Act 2005 section 2,

Permitted B Share Transfer: a transfer of B Ordinary Shares or any interest therein, made in accordance with the provisions of Article 22.7,

Prescribed Consideration: means the consideration a Minority Shareholder would have been entitled to pursuant to Article 17.4,

Relevant Date shall have the meaning set out in Article 16.2,

Shareholders: a holder of Shares,

Shares: shares of any class in the capital of the Company, and

Share Sale means the sale of the entire issued share capital of the Company (in one transaction or as a series of transactions) to an unconnected third party on bona fide commercial terms

2 3 Save as expressly provided otherwise in these Articles, words or expressions contained in the Model Articles and in these Articles bear the same meaning as in the Act as in force from time to time The Model Articles shall apply as if the last paragraph of Model Article 1 (beginning “Unless the context otherwise requires”) were deleted

2 4 In the Model Articles and in these Articles, save in Article 1 1 or as expressly provided otherwise in these Articles, any reference to any statute, statutory provision or subordinate legislation (“**Legislation**”) includes a reference to that Legislation as from time to time amended or re-enacted (whether with or without modification) and any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before or after the date of adoption of these Articles, as in force from time to time

3 **Company name**

The name of the Company may be changed by

3 1 special resolution of the members; or

3 2 a decision of the directors, or

otherwise in accordance with the Act

4 **Quorum for directors’ meetings**

4 1 The quorum for directors’ meetings may be fixed from time to time by a decision of the directors, but, save as set out in Article 4 2, it must never be less than two, one of whom shall, except with the prior written consent of the Controlling Shareholder, be Robin Birley and unless otherwise fixed it is two Model Article 10(2) shall not apply

4 2 For the purposes of any directors’ meeting (or part of a meeting) at which it is proposed to authorise a Conflict Situation in respect of one or more directors, if there is only one director in office other than the director or directors subject to the Conflict Situation, the quorum for such meeting (or part of a meeting) shall be one director

4 3 At a directors’ meeting

4 3 1 a director who is also an alternate director may be counted more than once for the purposes of determining whether a quorum is participating,

4 3 2 a person who is an alternate director, but is not otherwise a director, shall be counted as participating for the purposes of determining whether a quorum is participating,

but only, in each case, if that director’s or other person’s appointor is not participating If on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one director is participating

5 **Chairing directors' meetings**

For the purpose of Model Article 12, Robin Birley shall, for so long as he remains a director, be the chairman of any meeting of the directors at which he is in attendance unless he elects otherwise

6 **Voting at directors' meetings**

6 1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors

6 2 Subject to the Articles, each director participating in a directors' meeting has one vote

6 3 A director who is also an alternate director has an additional vote on behalf of his appointor provided

6 3 1 his appointor is not participating in the directors' meeting, and

6 3 2 in respect of a particular matter

6 3 2 1 his appointor would have been entitled to vote if he were participating in it, and

6 3 2 2 the matter is not the authorisation of a Conflict Situation of the appointor

6 4 A person who is an alternate director, but is not otherwise a director, only has a vote if

6 4 1 his appointor is not participating in the directors' meeting, and

6 4 2 in respect of a particular matter

6 4 2 1 his appointor would have been entitled to vote if he were participating in it, and

6 4 2 2 the matter is not the authorisation of a Conflict Situation of the appointor

6 5 If the numbers of votes for and against a proposal are equal, the chairman (provided it is Robin Birley) has a casting vote. However, this does not apply if, in accordance with these Articles, the chairman is not to be counted as participating in the decision-making process for quorum or voting purposes

6 6 Model Articles 13, 14 and 15 shall not apply

7 **Authorisation of directors' conflicts of interest**

7 1 If a Conflict Situation arises, the directors may authorise it for the purposes of section 175(4)(b) of the Act by a resolution of the directors made in accordance with these Articles.

7 2 At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances, including that

- 7 2 1 any information obtained by a director concerned, other than in his capacity as a director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence,
- 7 2 2 no director concerned shall, by reason of his being a director or his doing anything as a director, be accountable to the Company for any remuneration or other benefit received from a third party as a result of the Conflict Situation,
- 7 2 3 no director concerned shall be required or entitled to attend those parts of meetings of the directors or meetings of a committee of the directors at which matters to which the Conflict Situation relates are discussed, and
- 7 2 4 no director concerned shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates
- Subject to any such limitations, conditions or terms, any authorisation given by the directors shall be deemed to be given to the fullest extent permitted by the Act
- 7 3 Any authorisation made for the purposes of this Article may be revoked or varied at any time in the absolute discretion of the directors
- 7 4 A director shall not be in breach of the duties he owes to the Company by virtue of sections 171 to 177 of the Act or otherwise because of anything done or omitted to be done in accordance with the provisions of this Article or the terms of any authorisation given by the directors in accordance with this Article
- 8 Directors voting and counting in the quorum**
- 8 1 Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of section 175(4)(b) of the Act, a director may vote on, and be counted in the quorum in relation to any resolution relating to a matter in which he has, or can have
- 8 1 1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company, and
- 8 1 2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company
- 8 2 Model Article 16 shall not apply
- 9 Directors' written resolutions**
- 9 1 A proposed directors' written resolution is adopted when each director who would have been entitled to vote on the resolution at a directors' meeting (but excluding in respect of the authorisation of a Conflict Situation, the director subject to that Conflict Situation) has signed one or more copies of it, or has otherwise indicated agreement to it in writing, provided that those directors would have formed a quorum at such a meeting
- 9 2 Notwithstanding the requirements of Article 9 1

- 9 2 1 if a person who is an alternate director signs a directors' written resolution or indicates his agreement to in writing, his appointor is not also required to do so in order to satisfy those requirements,
- 9 2 2 if a director who has appointed an alternate signs a directors' written resolution or indicates his agreement to in writing, his alternate is not also required to do so in order to satisfy those requirements
- 9 3 Model Articles 17(4)(b), 18(1) and (2) and 19 shall not apply
- 10 **Appointing and removing directors**
- 10 1 Each A Ordinary Shareholder and C Ordinary Shareholder shall have the right at any time and from time to time to appoint one person to be a director of the Company for each 10 per cent in nominal value of the issued A Ordinary Shares and C Ordinary Shares (treated as a single class) held by him
- 10 2 Any such appointment shall be effected by notice in writing to the Company by the relevant A Ordinary Shareholder and C Ordinary Shareholder and the relevant A Ordinary Shareholder and C Ordinary Shareholder may in like manner at any time and from time to time remove from office any director appointed by it pursuant to this Article
- 10 3 Model Article 21 shall not apply
- 11 **Termination of director's appointment**
- In addition to the circumstances set out in Model Article 22, a person also ceases to be a director if he is removed from office pursuant to Article 10 of these Articles
- 12 **Directors' remuneration and other benefits**
- 12 1 A director may undertake any services for the Company that the directors decide
- 12 2 A director is entitled to such remuneration as the directors (with the consent of the Controlling Shareholder) decide (i) for his services to the Company as director, and (ii) for any other service which he undertakes for the Company
- 12 3 Subject to the Articles, a director's remuneration may (i) take any form, and (ii) 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
- 12 4 Unless the directors decide otherwise, a director's remuneration accrues from day to day
- 12 5 Unless the directors decide otherwise, no director is accountable to the Company for any remuneration or other benefit which he receives as a director or other officer or employee of any of the Company's subsidiary undertakings or of any parent undertaking of the Company from time to time or of any other body corporate in which the Company or any such parent undertaking is interested
- 12 6 Model Article 23 shall not apply

13 **Appointment and removal of alternates**

13 1 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

13 2 The notice must

13 2 1 identify the proposed alternate, and

13 2 2 confirm that the proposed alternate is willing to act as the alternate of the director giving the notice

13.3 No person may be appointed as alternate to more than one director of the Company

13 4 Model Articles 25(2) and (3) and 26(3)(b) shall not apply

13 5 Model Article 27(d) shall apply as if the words from and including “, except that an alternate’s appointment ” to the end of that sentence were deleted

14 **Quorum for general meetings**

The quorum for a general meeting shall be one member holding more than one half in nominal value of the issued A Ordinary Shares and C Ordinary Shares (treated as a single class) and present in person or by proxy or by representative (and the presence of such a member shall be deemed for this purpose to constitute a valid meeting)

15 **Delivery of proxy notices**

15 1 The directors may, in their sole discretion, determine from time to time that in calculating the periods referred to in Model Articles 39(3) and 39(4) no account shall be taken of any part of a day that is not a working day

15 2 A proxy notice which is not delivered in accordance with the Model Articles or these Articles shall be invalid unless the directors, in their sole discretion, accept the proxy notice at any time before the meeting

15 3 If more than one proxy notice relating to the same share is delivered for the purposes of the same meeting, the proxy notice last delivered shall prevail in conferring authority on the person named in the notice to attend the meeting and vote. A proxy notice in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid

16 **Share capital**

16 1 The share capital of the Company at the date of adoption of these Articles comprises A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and Deferred Shares

16 2 Upon the expiry of the period of 50 years from the date of a Permitted B Share Transfer (the “**Relevant Date**”) the B Ordinary Shares held (or originally held) by such Founder Life Member shall automatically and without further sanction of the Shareholders or resolution of the directors convert into a like number of Deferred Shares

- 17 **Rights attaching to Shares**
- 17 1 **Income**
- 17 1 1 Except as otherwise provided by the rights attached to any Shares from time to time, all dividends shall be paid on such class or classes of Share as the Directors may resolve and to the holders of such shares in proportion to the numbers of shares on which the dividend is paid held by them respectively, but if any Share is issued on terms that it shall rank for dividend as from a particular date, or *pari passu* as regards dividends with a Share already issued, that Share shall rank for dividend accordingly
- 17 1 2 Deferred Shareholders shall have no rights to receive sums distributed by the Company in or in respect of any financial year in respect of the Deferred Shares held by such Deferred Shareholders
- 17 2 Model Article 70(4) shall apply as if the words “the terms on which shares are issued” were deleted and replaced with the words “the rights attached to shares”
- 17 3 Model Articles 71 and 73 shall not apply
- 17 4 **Capital**
- 17 4 1 On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied as to 90% in favour of the A Ordinary Shareholders and C Ordinary Shareholders (in proportion to the number of A Ordinary Shares and C Ordinary Shares held by each of them as if they comprised a single class) and 10% in favour of the B Ordinary Shareholders (in proportion to the number of B Ordinary Shares held by each of them) provided that
- 17 4 1 1 in the event that the aggregate subscription price paid for B Ordinary Shares is less than £10,000,000 the entitlement of the B Ordinary Shareholders shall be reduced on a proportionate straight line basis down to 0% if the aggregate subscription price was nil with any corresponding reduction being added to the entitlement of the A Ordinary Shareholders and C Ordinary Shareholders, and
- 17 4 1 2 after the return of £100 million of such surplus assets and before any additional distribution to the A Ordinary Shareholders, B Ordinary Shareholders and C Ordinary Shareholders each Deferred Shareholder shall be entitled to receive an amount equal to the nominal value of each Deferred Share held by him
- 17 4 2 On a Share Sale the net proceeds of sale shall be distributed in the order of priority set out in Article 17 4 1 and the directors shall not register any transfer of shares if the proceeds of sale are not so distributed
- 17 5 **Voting**
- 17 5 1 On a vote
- 17 5 1 1 on a show of hands, every A Ordinary Shareholder and C Ordinary Shareholder who (being an individual) is present in person or (being a company) is present by a representative shall

have one vote and every proxy duly appointed by one or more A Ordinary Shareholders or C Ordinary Shareholders (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, and

17 5 1 2 on a poll, every A Ordinary Shareholder and C Ordinary Shareholder who (being an individual) is present in person or by one or more duly appointed proxies or (being a company) by a representative or by one or more duly appointed proxies shall have one vote for every A Ordinary Share and C Ordinary Share of which he is the holder, and

17 5 1 3 on a written resolution every A Ordinary Shareholder and C Ordinary Shareholder shall have one vote for every A Ordinary Share of which he is the holder

17 5 2 The B Ordinary Shareholders and the Deferred Shareholders shall have no voting rights and shall not be entitled to receive notice of, or attend, any general or other meetings of the Company and shall not be entitled to receive copies of any resolutions proposed as written resolutions unless the business of the meeting or the proposed written resolution includes a resolution varying or abrogating any of the rights or restrictions attached to the B Ordinary Shares in which case the B Ordinary Shareholders, but not the Deferred Shareholders, shall be entitled to receive notice of, attend and vote only on, or to agree only to, such resolution and in such circumstances:

17 5 2 1 on a show of hands every B Ordinary Shareholder who (being an individual) is present in person or (being a company) is present by a representative shall have one vote and every proxy duly appointed by one or more B Ordinary Shareholders (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, and

17 5 2 2 on a poll every B Ordinary Shareholder who (being an individual) is present in person or by one or more duly appointed proxies or (being a company) by a representative or by one or more duly appointed proxies shall have one vote for every B Ordinary Share of which he is the holder, and

17 5 2 3 on a written resolution every B Ordinary Shareholder shall have one vote for every B Ordinary Share of which he is the holder

17 6 **Redemption**

17 6 1 Subject to the provisions of the Act, the Company shall have the right at any time after the Relevant Date to redeem the whole or any number of the Deferred Shares for the time being in issue on giving to the Deferred Shareholders whose shares are to be redeemed not less than 5 day's notice in writing

17 6 2 There shall be paid on each Deferred Share redeemed an amount equal to the nominal value of each such Deferred Share

17 6 3 Redemption shall take place at the registered office, or such other place in the United Kingdom as the Company may notify in writing to the Deferred

Shareholders On the due date, each person holding Deferred Shares which are to be redeemed shall deliver to the Company at such place the certificates for such Deferred Shares in order for them to be cancelled Upon such delivery the Company shall pay to the holder the amount due to him in respect of such redemption If any certificate delivered to the Company includes any Deferred Shares which are not to be redeemed on that occasion a fresh certificate for those Deferred Shares shall be issued to the holder

18 Powers to issue different classes of share

Model Article 43(2) shall apply as if the words “, and the directors may determine the terms, conditions and manner of redemption of any such shares” were deleted

19 Issue of new shares

19 1 The Company has the power to allot and issue shares in the capital of the Company and to grant rights to subscribe for, or to convert any security into, shares in the capital of the Company pursuant to those rights

19 2 The directors may only exercise the power of the Company to allot and issue shares or to grant rights to subscribe for, or to convert any security into, shares, in order to allot or issue shares with the approval in writing of the Controlling Shareholders

19 3 Subject to Article 19 2, the directors are authorised, for the purposes of section 551 of the Act, to allot and issue shares or to grant rights to subscribe for, or to convert any security into, shares (“Relevant Securities”) up to an aggregate nominal amount of £1,000,000 This authority shall expire on the fifth anniversary of the date of the Company’s incorporation, unless previously revoked, renewed or varied by the Company in general meeting

19 4 The directors shall be entitled, pursuant to the authority conferred by Article 19 3 or any renewal or variation of such authority, to make at any time prior to its expiry any offer or agreement which would or might require Relevant Securities to be allotted after such expiry and to allot Relevant Securities pursuant to any such offer or agreement

19 5 In accordance with section 570(1) of the Act, the directors are empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by Articles 19 3 and 19 4, as if section 561 of the Act did not apply to such allotment

20 Variation of class rights

20 1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied or abrogated either whilst the Company is a going concern, or during or in contemplation of a winding up, with the consent in writing of the holders of three fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of that class or, in the case of the B Ordinary Shares and Deferred Shares, in accordance with Article 20 2

20.2 The rights attaching to the B Ordinary Shares as a class may be varied or abrogated by an ordinary resolution of the Company

20 3 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with or in priority to those shares or by the purchase or redemption by the Company of any of its own shares

21 **Share transfers**

21 1 Subject only to Article 21 2 the directors shall register promptly any transfer of shares made in accordance with Articles 22, but shall refuse to register any transfer of shares not so made

21 2 The directors may refuse to register the transfer of a share if

21 2 1 the transfer is not lodged at the Company's registered office or such other place as the directors have appointed,

21 2 2 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's rights to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf,

21 2 3 the transfer is in respect of more than one class of share,

21 2 4 the transfer is in favour of more than four transferees, or

21 2 5 the transfer is in favour of a person under the age of 18, a Bankrupt or a Patient

21 3 If the directors refuse to register the transfer of a share, they shall

21 3 1 send to the transferee notice of refusal, together with the reasons for the refusal, as soon as practicable and in any event within two months of the date on which the instrument of transfer was lodged with the Company,

21 3 2 return the instrument of transfer to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

21 4 Model Article 63(6) shall not apply

22 **Permitted Transfers**

22 1 **A Ordinary Shares and C Ordinary Shares**

22 2 Subject to the provisions of Article 21, any A Ordinary Share and C Ordinary Share, or any interest therein, may at any time be transferred

22 2 1 to a Family Member aged 18 or over, or

22 2 2 to trustees of a Family Trust, or

22 2 3 with the prior written consent of the Controlling Shareholder, subject to the fulfilment of any conditions on the basis of which any such consent is given, or

22 2 4 in pursuance of a transfer of A Ordinary Shares or C Ordinary Shares (whether alone or in combination with other sales of Shares) as described in Article 22.4, or

- 22 2 5 pursuant to a notice given under Article 23, or
- 22 2 6 in consequence of a repurchase of shares by the Company approved in accordance with the procedures in the Act
- 22 3 Where A Ordinary Shares or C Ordinary Shares have been transferred under Article 22 2 2 or under Article 22 3 1 or 22 3 2 to trustees of a Family Trust of that member, or have been issued to trustees of a Family Trust of that member, the trustees and their successors may transfer all or any of the A Ordinary Shares and C Ordinary Shares as follows
- 22 3 1 on any change of trustees, the A Ordinary Shares and C Ordinary Shares may be transferred to the trustees for the time being of the Family Trust concerned,
- 22 3 2 pursuant to the terms of such Family Trust or in consequence of the exercise of any power or discretion vested in the trustees or any other person, all or any of the A Ordinary Shares and C Ordinary Shares may be transferred to the trustees for the time being of any other Family Trust of the same member or to any Family Member of the relevant member or deceased or former member who has become entitled to the Shares proposed to be transferred and is aged 18 or more
- 22 4 If
- 22 4 1 any A Ordinary Shares or C Ordinary Shares held by trustees cease to be held on a Family Trust of the member from whom shares were originally acquired by such trustees (otherwise than where a transfer of those Shares has been made pursuant to Article 22 3 2), or
- 22 4 2 a person holding A Ordinary Shares or C Ordinary Shares ceases by reason of death, divorce or dissolution of civil partnership to be a Family Member of the member from whom A Ordinary Shares or C Ordinary Shares were originally acquired by such person, whether directly or indirectly through a series of two or more transfers, or
- 22 4 3 a person holding A Ordinary Shares or C Ordinary Shares who is a Family Member of the member from whom A Ordinary Shares or C Ordinary Shares were originally acquired by such person, whether directly or indirectly through a series of two or more transfers, becomes a Bankrupt or a Patient,
- the member holding the A Ordinary Shares or C Ordinary Shares shall forthwith notify the Company in writing that that event has occurred and the member shall, if required to do so by the Controlling Shareholder by notice in writing, procure the transfer of all A Ordinary Shares and C Ordinary Shares to the member from whom such A Ordinary Shares and C Ordinary Shares were originally acquired by the relevant Family Member or the relevant trustees of a Family Trust (as the case may be) and provide evidence of such transfer to the Company not later than 20 business days after the date of such notice
- 22 5 If a member, having become bound to procure the transfer of any Shares under the provisions of this Article 22 4 shall fail to do so, the directors may authorise any individual to execute on behalf of and as agent or attorney for the relevant member any necessary instruments of transfer and shall register the relevant member as the holder of the Shares After the name of the transferee has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person

- 22 6 In this Article 22 4, reference to a member includes that member's personal representatives in the case of that member's death, that member's trustee in bankruptcy in the case of that member being adjudicated bankrupt and, in the case of a member who is a Patient in respect of whom an order has been made by the Court of Protection, any deputy or other person authorised to act on his behalf by that court
- 22 7 **B Ordinary Shares**
- 22 7 1 Subject to the balance of this Article 22, legal title to the B Ordinary Shares shall at all times be held by the Nominee Subject to Article 22 7 2, only B Ordinary Shares or any interest therein may be transferred in circumstances where (i) the B Ordinary Shares are being transferred to a replacement nominee approved by the Controlling Shareholders, (ii) the Company is repurchasing such shares in accordance with the procedures in the Act or (iii) pursuant to a notice given under Article 23
- 22 7 2 Founder Life Members may transfer (either inter vivos, pursuant to a valid will or pursuant to applicable intestacy laws or otherwise) all (but not some) of their interests in the B Ordinary Shares to a Family Member, provided that at the same time they transfer their entire interest in the share capital of the Birley Sister Companies to the same transferee
- 22 7 3 In this Article 22, reference to a Founder Life Member includes that Founder Life Member's personal representatives in the case of that person's death, that member's trustee in bankruptcy in the case of that member being adjudicated bankrupt and, in the case of a member who is a Patient in respect of whom an order has been made by the Court of Protection, any deputy or other person authorised to act on his behalf by that court
- 22 8 **Deferred Shares**
- Deferred Shares may only be transferred with the consent of the Controlling Shareholder
- 23 **Drag along rights**
- 23 1 If a proposed transfer of A Ordinary Shares and/or C Ordinary Shares (also the "Specified Shares") would, if registered, result in members of the purchasing group (defined below) holding a Controlling Interest in the Company, the proposed transferee of the Specified Shares may give notice in writing to each holder of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, Deferred Shares and/or any other class of Shares, other than
- 23 1 1 the holders of the Specified Shares, and
- 23 1 2 members of the purchasing group,
- (the "Minority Shareholders") requiring them within 5 days of the date of the notice to sell and transfer all (but not some of) of their holdings of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and/or any other class of Shares to the proposed transferee The transfer shall be for the Prescribed Consideration and otherwise on terms no less favourable to the Minority Shareholders than those agreed between the holders of the Specified Shares and the proposed transferee, provided that

- 23 1 3 a Minority Shareholder shall not be required to give any warranties or indemnities in the context of the transaction other than warranties that such Minority Shareholder has (i) title to the shares to be sold and transferred by him and (ii) capacity to enter into the transaction contemplated, and
- 23 1 4 a Minority Shareholder shall not be required to sell and transfer his holding of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and/or any other class of Shares prior to the date on which the Specified Shares are transferred to the proposed transferee
- 23 2 If within a period of six months following the date of a notice given under Article 23 1, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and/or any other class of Shares are issued to any person (whether on exercise of any subscription or conversion rights or otherwise) the transferee of the Specified Shares may serve a further notice on each holder of such shares (also a “**Minority Shareholder**”) requiring him to sell and transfer all his shares to a person specified in the notice on the same terms as are provided for in Article 23 1
- 23 3 A notice given under Article 23 1 or 23 2 shall be accompanied by all documents required to be executed by the relevant Minority Shareholder to give effect to the required sale and transfer
- 23.4 If any Minority Shareholder shall fail to
- 23 4 1 transfer his shares (for the purposes of this Article 23 4, “**Minority Shares**”) as required by Article 23 1 or 23 2, or
- 23 4 2 execute any document required to be executed in order to give effect to the provisions of Article 23 1 or 23 2,
- the directors may authorise any individual to execute on behalf of and as attorney or agent for the Minority Shareholder any necessary transfer or other document and shall register the proposed transferee as the holder of the Minority Shares. The Company’s receipt of the Prescribed Consideration for the Minority Shares shall be a good discharge to the proposed transferee, and the Company shall after that time hold the Prescribed Consideration on trust for the Minority Shareholder. After the name of the proposed transferee has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person
- While this Article 23 applies to a Minority Shareholder’s shares, those shares may not be transferred other than under this Article
- 23 5 For the purposes of this Article 23, a member of a “purchasing group” shall include a person to whom it is proposed that A Ordinary Shares or C Ordinary Shares are to be transferred and any other person(s) to whom it is proposed that A Ordinary Shares or C Ordinary Shares are to be transferred
- 23 5 1 who in relation to each other are connected persons, as defined in Income and Corporation Taxes Act 1988 section 839, or
- 23 5 2 with one another are acting in concert, as defined in The City Code on Takeovers and Mergers

24 **No interest on distributions**

Model Article 74(a) shall apply as if the words “the terms on which the share was issued” were deleted and replaced with the words “the rights attached to the share”

25 **Communications**

25 1 The company communications provisions (as defined in the Act) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to a company under the Companies Acts (as defined in the Act) but to be sent or supplied by or to the Company pursuant to these Articles

25 1 1 by or to the Company, or

25 1 2 by or to the directors acting on behalf of the Company

25 2 The provisions of section 1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words “and the Articles” were inserted after the words “the Companies Acts” in sections 1168(1) and 1168(7).

25 3 Section 1147 of the Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these Articles as if

25 3 1 in section 1147(2) the words “or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom” were inserted after the words “in the United Kingdom”,

25 3 2 in section 1147(3) the words “48 hours after it was sent” were deleted and replaced with the words “when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information ”,

25 3 3 a new section 1147(4)(A) were inserted as follows

“Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered ”,

25 3 4 section 1147(5) were deleted

25 4 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by section 1147(3) of the Act and that the document or information was sent or supplied

25 5 In the case of members who are joint holders of shares, anything to be agreed or specified by the holder may be agreed or specified by the holder whose name appears first in the register of members Schedule 5, Part 6, paragraph 16(2) of the Act shall apply accordingly

25 6 Model Article 79 shall not apply

26 **Company seals**

Model Article 81(4)(b) shall not apply

27 **Indemnities, insurance and funding of defence proceedings**

27 1 This Article 27 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly. This Article 27 is also without prejudice to any indemnity to which any person may otherwise be entitled.

27 2 The Company may indemnify any person who is a director or other officer (other than an auditor) of the Company out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company.

27 3 The Company may indemnify any person who is a director of a company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) out of the assets of the Company from and against any loss, liability or expense incurred by him or them in connection with such company's activities as trustee of the scheme.

27 4 The directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director, or other officer (other than an auditor) of the Company or of any associated company (as defined in section 256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company.

27 5 The directors may, subject to the provisions of the Act, exercise the powers conferred on them by sections 205 and 206 of the Act to

27 5 1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in section 205, or

27 5 2 take any action to enable such expenditure not to be incurred.

27 6 Model Articles 85 and 86 shall not apply.