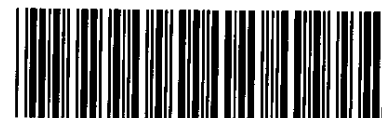


Company Number: 11677479  
Private Company Limited by Shares

**WRITTEN RESOLUTIONS**  
of  
**3LM ENTERPRISES LIMITED**  
(the **Company**)

WEDNESDAY



A17 \*A824J36A\* 27/03/2019 #387  
COMPANIES HOUSE

Circulated on 22<sup>nd</sup> MARCH 2019 (the **Circulation Date**)

Under Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company (the **Directors**) propose that:

- resolution 1 is passed as an ordinary resolution; and
- resolutions 2 and 3 are passed as special resolutions.

**ORDINARY RESOLUTION**

- 1 THAT, in accordance with section 551 of the Companies Act 2006 (the **Act**), the Directors be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £100 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

**SPECIAL RESOLUTIONS**

- 2 THAT, the articles of association attached to these resolutions be adopted as the articles of association of the company in substitution for and to the exclusion of the company's existing articles of association.
- 3 THAT, subject to and conditional upon the passing of resolution 1, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Act)

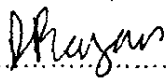
pursuant to the authority conferred by resolution 1, as if section 561(1) of the Act did not apply to any such allotment.

#### **AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the resolutions set out above.

The undersigned, being a person entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agrees to the resolutions set out above.

Signed by **Deepak Rajan**

  
.....

Date: ..... 22/03/19 .....

Company Number: 11677479

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION  
OF  
3LM ENTERPRISES LIMITED**

Adopted by special resolution on 22 MARCH 2019

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## **Part 1: INTERPRETATION**

### **1 DEFINED TERMS**

1.1 In the Articles, unless the context requires otherwise:

**“Act”**

or any numbered section of it, means the Companies Act 2006 or such section as amended, restated or re-enacted from time to time;

**“Articles”**

means the company's articles of association;

**“Board”**

means the board of directors of the company as constituted from time to time;

**“Business Day”**

means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**“chairman”**

has the meaning given in Article 10;

**“chairman of the meeting”**

has the meaning given in Article 25;

**“Companies Acts**

means the Act and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the company;

**“Completion”**

has the meaning given in Article 42.1;

**“Completion Date”**

has the meaning given in Article 42.1;

**“Continuing Shareholder”**

has the meaning given in Article 41.1;

**“director”**

means a director of the company;

**“document” or “notice”**

includes, unless otherwise specified, any document or notice sent or supplied by electronic communication;

**“electronic communication”**

means any document or information sent or supplied in electronic form within the meaning of section 1168 of the Act;

**“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 or any agreement to grant or create any of the foregoing;

**“Fair Value”**

means the price per share determined in accordance with Article 43;

**“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;

**“group company”**

means any holding company of the company or any subsidiary of such company;

**“holder”**

in relation to a share means the person whose name is entered in the register of members as the holder of that share;

**“ordinary resolution”**

has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution;

**“Price Notice”**

has the meaning given in Article 41.2;

**“Proposed Sale Price”**

has the meaning given in Article 41.1;

**“proxy notice”**

*has the meaning given in Article 31;*

**“Sale Shares”**

has the meaning given in Article 41.1;

**“secretary”**

means the company secretary (if any) and includes any joint, assistant or deputy secretary;

**“Seller”**

has the meaning given in Article 41.1;

**“shareholder”**

means a person who is the holder of a share;

**“shares”**

means shares in the company;

**“special resolution”**

has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution;

**“Transfer Notice”**

has the meaning given in Article 41.1;

**“transmittee”**

means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

**“Valuers”**

means the auditors for the time being of the company, or, if they decline the instruction, an independent firm of accountants appointed by the shareholders (or, in the absence of agreement on the identity of the firm between the shareholders within 5 Business Days, such firm as may be appointed by the President for the time being of the Institute of Chartered Accountants of England and Wales on the application of any of the shareholders); 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 Act.

- 1.2 The model articles in Schedule One to The Companies (Model Articles) Regulations 2008 and any Table A to the Companies Act 1985 or any former enactment do not apply to the company.
- 1.3 *The Interpretation Act 1978 shall apply to these Articles in the same way it applies to an enactment.*



## **Part 2: DIRECTORS**

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

#### **2 DIRECTORS' GENERAL AUTHORITY**

Subject to the Articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

#### **3 SHAREHOLDERS' RESERVE POWER**

- 3.1 The shareholders may, by ordinary resolution, direct the directors to take, or refrain from taking, specified action.
- 3.2 No such ordinary resolution invalidates anything which the directors have done before the passing of the resolution.

#### **4 DIRECTORS MAY DELEGATE**

- 4.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
  - 4.1.1 to such person or committee;
  - 4.1.2 by such means (including by power of attorney);
  - 4.1.3 to such an extent;
  - 4.1.4 in relation to such matters or territories; and
  - 4.1.5 on such terms and conditions;as they think fit.
- 4.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 4.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **5 COMMITTEES**

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

## **DECISION-MAKING BY DIRECTORS**

### **6 MEETINGS OF DIRECTORS**

- 6.1 Subject to the provisions of these Articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 6.2 At any time any director may, and the secretary on the requisition of a director shall, *summon a meeting of the directors.*
- 6.3 Any such notice shall specify where, when and how the meeting will be held. Any director may waive notice of any meeting and such waiver may be retrospective.

### **7 QUORUM FOR MEETINGS AND VOTING**

- 7.1 The quorum necessary for the transaction of business of the directors may be fixed from time to time by the directors and, unless so fixed at any other number or there is only one director, shall be two.
- 7.2 A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors.
- 7.3 Questions arising at any meeting of the directors shall be determined by a majority of votes.

### **8 MEETINGS BY CONFERENCE TELEPHONE ETC**

- 8.1 All or any of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.
- 8.2 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.
- 8.3 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman then is.

### **9 RESOLUTIONS IN WRITING**

- 9.1 A resolution executed by the directors, or by the members of a committee constituted under these Articles, entitled to vote thereon, shall be as valid and effectual as if it had been passed at a meeting of the directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 9.2 For the purposes of this Article 9:
  - 9.2.1 a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them,

provided that each such written instrument and electronic communication (if more than one) is to the same effect;

- 9.2.2 a written instrument is executed when the person executing it signs it;
- 9.2.3 an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe;
- 9.2.4 the directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication;
- 9.2.5 a resolution shall be effective when the secretary or chairman certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 9;
- 9.2.6 unless the holders of a majority of the shares or the directors have previously otherwise resolved, such a resolution need not be executed by all the directors entitled to vote thereon and can be passed by execution (indicating approval) by a majority of the directors so entitled; and
- 9.2.7 if no secretary is appointed, the chairman shall perform the functions of the secretary under this Article 9.

## **10 CHAIRING OF DIRECTORS' MEETINGS**

- 10.1 The directors may appoint a director to chair their meetings.
- 10.2 The person so appointed for the time being is known as the chairman.
- 10.3 The directors may terminate the chairman's appointment at any time.
- 10.4 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.

## **11 DIRECTORS' CONFLICTS OF INTEREST**

- 11.1 A director must declare to the other directors any situation of which he is aware in which he has, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the company unless it relates to a contract, transaction or arrangement with the company or the matter has been authorised by the directors or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 11.2 The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law any conflict or potential conflict disclosed under Article 11.1. Provided that for this purpose the director in question and any other interested director are not counted in the quorum for any

resolution at any board meeting pursuant to which such conflict or potential conflict is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

- 11.3 A director shall not, by reason of his office, be accountable to the company for any benefit which he derives from any matter where the conflict or potential conflict has been authorised by the directors pursuant to Article 11.2 (subject in any such case to any limits or conditions to which such authorisation was subject).

## **12 DIRECTORS' INTEREST IN A CONTRACT WITH THE COMPANY**

- 12.1 A director who becomes aware that he is in any way, directly or indirectly interested in a proposed or existing contract, transaction or arrangement with the company must declare the nature and extent of that interest to the other directors unless it cannot reasonably be regarded as likely to give rise to a conflict of interest.

- 12.2 Provided a director has declared the nature and extent of his interest in accordance with Article 12.1, a director who is in any way, whether directly or indirectly, interested in an existing or proposed contract, transaction or arrangement with the company:

12.2.1 may be a party to, or otherwise interested in, any such contract, transaction or arrangement with the company, or in which the company is otherwise (directly or indirectly) interested;

12.2.2 shall be entitled to vote (and be counted in the quorum) at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such contract, transaction or arrangement or proposed contract, transaction or arrangement in which he is interested;

12.2.3 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

12.2.4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

12.2.5 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

- 12.3 If any question shall arise at any time as to the materiality of a director's interest or as to the entitlement of any director to vote and such question is not resolved by his

voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting (or if the director concerned is the chairman to the other directors at the meeting) and his or their ruling (as the case may be) shall be final and conclusive except in a case where the nature or extent of the interests of such director has not been fairly disclosed.

- 12.4 Subject as otherwise provided in the Act or these Articles, a director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the company or any group company and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the company or any group company) under the company, any group company or any other company in which the company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the company or any group company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof.

### 13 MEANS OF DISCLOSURE

An interest of a director to be disclosed under Articles 11 or 12 may be declared at a meeting of directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.

### 14 CONNECTED PERSONS INTERESTS

For the purposes of Article 11 and 12 above an interest of a person who is, connected with a director (within the meaning of section 252 of the Act) shall be treated as an interest of the director.

### 15 RECORDS OF DECISIONS TO BE KEPT

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

## APPOINTMENT OF DIRECTORS

### 16 METHODS OF APPOINTING DIRECTORS

- 16.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

16.1.1 by ordinary resolution; or

16.1.2 by a decision of the directors; or

16.1.3 by notice or notices in writing to the company's registered office or secretary from the holder or holders of more than 50% of the shares in the company.

## **17 TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as:

- 17.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law; or
- 17.2 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; or
- 17.3 a resolution is passed or a document is signed by all the other directors to that effect; or
- 17.4 a notice or notices in writing to that effect is/are delivered to the company's registered office or secretary from the holder or holders of more than 50% of the shares in the company.

## **18 DIRECTORS' REMUNERATION**

- 18.1 Directors may undertake any services for the company that the directors decide.
- 18.2 Directors are entitled to such remuneration as the directors determine:
  - 18.2.1 for their services to the company as directors; and
  - 18.2.2 for any other service which they undertake for the company.
- 18.3 Subject to the Articles, a director's remuneration may:
  - 18.3.1 take any form; and
  - 18.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 18.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 18.5 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 any other group company or of any other body corporate in which the company is interested.

## **19 DIRECTORS' EXPENSES**

- 19.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
  - 19.1.1 meetings of directors or committees of directors;
  - 19.1.2 general meetings; or

19.1.3 separate meetings of the holders of any class of shares or of debentures of the company;

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

19.2 The company may also fund a director's expenditure for the purposes permitted under the Act and may do anything to enable a director to avoid incurring such expenditure as provided in the Act.

### **Part 3: DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

##### **20 GENERAL MEETINGS**

The directors may whenever they think fit convene a general meeting and shall, following requisition in accordance with the Act, proceed to convene a general meeting in accordance therewith.

##### **21 CALLING GENERAL MEETINGS**

21.1 A general meeting of the company shall be called by notice of at least such length as is required in the circumstances by the Act.

21.2 The company may give such notice by any means or combination of means permitted by the Act.

21.3 A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 90 per cent. in nominal value of the shares giving that right.

##### **22 NOTICE OF GENERAL MEETINGS**

22.1 Every notice calling a general meeting shall specify the place and the day and hour of the meeting.

22.2 There shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or (if he holds more than one share) proxies to attend, speak and vote instead of him and that a proxy need not be a member of the company.

22.3 The text of each special resolution to be proposed at the general meeting shall be set out in the notice. Either the text of, or sufficient information to enable a shareholder to understand the purpose of, each ordinary resolution shall be set out in the notice.

**23 ATTENDANCE BY CONFERENCE TELEPHONE ETC.**

- 23.1 All or any of the shareholders or persons permitted to attend under Article 26 may participate in the meeting by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.
- 23.2 A shareholder so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in quorum accordingly.

**24 QUORUM FOR GENERAL MEETINGS**

The provisions of section 318 of the Act shall apply. No business other than the appointment of the chairman of the meeting will be transacted at a general meeting if the persons attending it do not constitute a quorum.

**25 CHAIRING GENERAL MEETINGS**

- 25.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 25.2 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:
- 25.2.1 the directors present; or
- 25.2.2 (if no directors are present), the meeting;
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 25.3 The person chairing a meeting in accordance with this Article is referred to as **"the chairman of the meeting"**.

**26 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

- 26.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 26.2 The chairman of the meeting may permit other persons who are not:
- 26.2.1 shareholders of the company; or
- 26.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings;
- to attend and speak at a general meeting.



## **27 ADJOURNMENT**

- 27.1 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.
- 27.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 27.2.1 the meeting consents to an adjournment; or
  - 27.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 27.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 27.4 When adjourning a general meeting, the chairman of the meeting must:
- 27.4.1 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*
  - 27.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 27.5 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):
- 27.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
  - 27.5.2 containing the same information which such notice is required to contain.
- 27.6 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**

### **28 VOTING: GENERAL**

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

### **29 ERRORS AND DISPUTES**

- 29.1 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.

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

### 30 **POLL VOTES**

- 30.1 A poll on a resolution may be demanded:

- 30.1.1 in advance of the general meeting where it will be put to the vote; or
- 30.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 30.2 A poll may be demanded by:

- 30.2.1 the chairman of the meeting;
- 30.2.2 the directors;
- 30.2.3 two or more persons having the right to vote on the resolution; or
- 30.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

- 30.3 A demand for a poll may be withdrawn if:

- 30.3.1 the poll has not yet been taken; and
- 30.3.2 the chairman of the meeting consents to the withdrawal.

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

### 31 **CONTENT OF PROXY NOTICES**

- 31.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

- 31.1.1 states the name and address of the shareholder appointing the proxy;
- 31.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- 31.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 31.1.4 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.

- 31.2 The company may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.

31.3 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.

31.4 Unless a proxy notice indicates otherwise, it must be treated as:

31.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

31.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **32 DELIVERY OF PROXY NOTICES**

32.1 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.

32.2 *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.*

32.3 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.

32.4 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.

## **33 AMENDMENTS TO RESOLUTIONS**

33.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

33.1.1 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 will 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

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

33.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

33.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution will be proposed; and

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

- 33.3 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 4: SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **34 SHARE CAPITAL**

- 34.1 The company's shares are ordinary shares of £1 each and are unlimited in number.
- 34.2 Unless the shareholders have by ordinary resolution otherwise resolved, all powers of *the company to grant rights to subscribe for or to convert any security into shares are excluded*, save that the directors may grant options or rights under an employees' share scheme, approved by ordinary resolution of the shareholders.
- 34.3 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

#### **35 ALL SHARES TO BE FULLY PAID UP**

- 35.1 Unless the company otherwise resolves by ordinary resolution, no share will 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*.
- 35.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **36 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 36.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 36.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

#### **37 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person will 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*.

#### **38 SHARE CERTIFICATES**

- 38.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 38.2 Every certificate must specify:

- 38.2.1 in respect of how many shares, of what class, it is issued;
  - 38.2.2 the nominal value of those shares;
  - 38.2.3 whether the shares are fully paid; and
  - 38.2.4 any distinguishing numbers assigned to them.
- 38.3 No one certificate may be issued in respect of shares of more than one class.
- 38.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 38.5 Certificates must:
- 38.5.1 have affixed to them the company's common seal; or
  - 38.5.2 be otherwise executed in accordance with the Companies Acts.

#### **39 REPLACEMENT SHARE CERTIFICATES**

- 39.1 If a certificate issued in respect of a shareholder's shares is:
- 39.1.1 damaged or defaced; or
  - 39.1.2 said to be lost, stolen or destroyed;
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 39.2 A shareholder exercising the right to be issued with such a replacement certificate:
- 39.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - 39.2.2 must return the certificate to be replaced to the company if it is damaged or defaced; and
  - 39.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

#### **40 SHARE TRANSFERS**

- 40.1 Subject to the remaining provisions of these Articles, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 40.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 40.3 The company may retain any instrument of transfer which is registered.

- 40.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 40.5 The directors may refuse to register the transfer of a share (and shall refuse to register the transfer of a share if it is purported to be made in breach of Article 41), and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

#### 41 PRE-EMPTION RIGHTS ON SHARE TRANSFERS

- 41.1 Unless otherwise agreed by special resolution, a shareholder ("**Seller**") wishing to transfer shares in the capital of the company ("**Sale Shares**") shall give notice in writing ("**Transfer Notice**") to the other Shareholder ("**Continuing Shareholder**") specifying the details of the proposed transfer, including the number of Sale Shares to which the Transfer Notice relates, the identity of the proposed buyer(s) and the proposed price per Sale Share ("**Proposed Sale Price**").
- 41.2 The Continuing Shareholder may, by giving notice in writing ("**Price Notice**") to the Seller within 10 Business Days of service of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the Seller and the Continuing Shareholder shall endeavour to agree a price for the Sale Shares. If the Seller and the Continuing Shareholder are unable to agree a price within 10 Business Days of service of a Price Notice, either of them may instruct the Valuers to determine the Fair Value of the Sale Shares in accordance with Article 43. The "**Sale Price**" for the Sale Shares shall be:
- 41.2.1 if no Price Notice is served, the Proposed Sale Price; or
- 41.2.2 if a Price Notice is served, either:
- (a) the price agreed in accordance with this Article; or
  - (b) if the Seller and the Continuing Shareholder cannot reach agreement, the Fair Value as determined by the Valuers.
- 41.3 The Seller may, within 5 Business Days of service of the Valuers' determination of the Fair Value, withdraw the Transfer Notice by notice in writing to the Continuing Shareholder, if he considers the Fair Value (as determined) to be too low. If the Seller withdraws the Transfer Notice he shall not be entitled to transfer the Sale Shares.
- 41.4 Within 20 Business Days of service of a Transfer Notice, or, if later, service of the Valuers' determination of the Fair Value (and provided that the Transfer Notice has not been withdrawn in accordance with Article 41.3), the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing ("**Acceptance Notice**") to the Seller agreeing to purchase all or a specified number of the Sale Shares at the Sale Price. Completion of the transfer of such Sale Shares to the Continuing Shareholder shall take place in accordance with Article 42.

41.5 If any Sale Shares are not accepted by the Continuing Shareholder pursuant to Article 41.4, the company may, within 60 Business Days of service of an Acceptance Notice (or, if no Acceptance Notice is served, expiry of the period in which an Acceptance Notice may be served) buy back such number of the Sale Shares as have not been accepted by the Continuing Shareholder at the Sale Price, subject always to compliance with the requirements of Part 18 of the Act. Where the company cannot or does not exercise its power to buy back any Sale Shares, the Seller shall be entitled to sell such number of the Sale Shares as have not either been accepted by the Continuing Shareholder or bought back by the company to the third party identified in the Transfer Notice at a price not less than the Proposed Sale Price.

## 42 COMPLETION OF SHARE TRANSFERS

42.1 Completion of the sale and purchase of shares under Article 41 ("**Completion**") shall, unless the shareholders otherwise agree, take place:

42.1.1 in the case of a transfer to the Continuing Shareholder, on the tenth Business Day following service of an Acceptance Notice; or

42.1.2 in the case of a buy back by the company, on the date specified in writing by the company ("**Completion Date**").

42.2 On the Completion Date:

42.2.1 the Seller shall deliver:

(a) to the Continuing Shareholder, a duly executed stock transfer form in favour of the Continuing Shareholder for such number of Sale Shares as are specified in the Acceptance Notice (if any); and/or

(b) in the case of a buy back of shares, a duly executed share buy back contract for such number of Sale Shares as are being bought back by the company,

together, in each case, with the relevant share certificate(s) (or an indemnity in lieu thereof in a form acceptable to the Board) and such other documents as may be required to prove good title to the Sale Shares; and

42.2.2 the Continuing Shareholder and/or the company (as the case may be) shall, against delivery of the documents specified in Article 42.2.1, pay the Sale Price for such number of the Sale Shares as are being purchased or bought back by them respectively, by same-day electronic transfer to such account as the Seller may specify for the purpose.

42.3 Any transfer of shares under Article 41 shall be deemed to include a warranty that the Seller sells the shares with full title guarantee.

42.4 The Continuing Shareholder shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the company) the registration (subject to due stamping, if applicable), of the transfers of

the Sale Shares and/or the buy back and cancellation of the Sale Shares (as the case may be) and consents to such transfers and registrations.

42.5 If a Seller defaults in delivering any of the documents required under Article 42.2.1 on the Completion Date:

42.5.1 any director of the Board (or such other person as the Board may nominate) may, as agent for the Seller:

- (a) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer and/or buy back (as the case may be) of the relevant Sale Shares;
- (b) receive the Sale Price and give a good discharge for it; and
- (c) (subject to the transfers being duly stamped, if applicable) enter the Continuing Shareholder into the register of members of the company as the holder of any Sale Shares transferred to him and/or cancel any Sale Shares bought back by the company (as the case may be); and

42.5.2 the company shall pay the Sale Price into a separate bank account in the company's name on trust (but without any obligation to pay interest) until the Seller has delivered its certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, in either case with such other evidence (if any) as the Board may reasonably require to prove good title to the Sale Shares, to the company.

#### 43 **FAIR VALUE**

The "**Fair Value**" for any Sale Shares shall be the price per share determined in writing by the Valuers on the following bases and assumptions:

- 43.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the company without any premium or discount being attributable to the percentage of the issued share capital of the company which they represent;
- 43.2 if the company is then carrying on business as a going concern, that it will continue to do so;
- 43.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
- 43.4 the shares are to be sold free of all Encumbrances; and
- 43.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value.



#### **44 TRANSMISSION OF SHARES**

- 44.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 44.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- 44.2.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
- 44.2.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 44.3 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.

#### **45 EXERCISE OF TRANSMITTEES' RIGHTS**

- 45.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 45.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 45.3 Any transfer made or executed under this Article will 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.

#### **46 TRANSMITTEES BOUND BY PRIOR NOTICES**

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**

#### **47 PROCEDURE FOR DECLARING DIVIDENDS**

- 47.1 Unless the shareholders by ordinary resolution otherwise resolve, the directors may declare and pay dividends.
- 47.2 Any dividend resolved to be declared by the shareholders must not exceed the amount recommended by the directors.
- 47.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

- 47.4 Unless a shareholders' resolution to declare or directors' decision to declare and 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.
- 47.5 If the company's share capital is divided into different classes, no dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 47.6 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.
- 47.7 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.

#### 48 **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid or settled by one or more of the following means:
- 48.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 48.1.2 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;
  - 48.1.3 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
  - 48.1.4 any other means of payment or settlement as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 48.2 In the Articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:
- 48.2.1 the holder of the share; or
  - 48.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - 48.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## **49 UNCLAIMED DISTRIBUTIONS**

### **49.1 All dividends or other sums which are:**

49.1.1 payable in respect of shares; and

49.1.2 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.

### **49.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.**

### **49.3 If:**

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

49.3.2 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.

## **50 NON-CASH DISTRIBUTIONS**

### **50.1 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).**

### **50.2 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:**

50.2.1 fixing the value of any assets;

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

50.2.3 vesting any assets in trustees.

## **51 WAIVER OF DISTRIBUTIONS**

### **51.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:**

51.1.1 the share has more than one holder; or

51.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

## 52 PURCHASE OF OWN SHARES

52.1 The company is authorised under section 692(1ZA) of the Act in any financial year to purchase with cash its own shares out of capital up to an aggregate purchase price amount of £15,000, or, if lower, the nominal value of 5% of the company's fully paid share capital as at the beginning of the financial year.

52.2 The company shall immediately cancel any shares acquired under Part 18 of the Act.

## CAPITALISATION OF PROFITS

### 53 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

53.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:

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

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

53.2 Capitalised sums must be applied:

53.2.1 on behalf of the persons entitled; and

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

53.3 Any capitalised sum may be applied in paying up new shares (or unpaid amounts on existing 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.

53.4 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.

53.5 Subject to the Articles the directors may:

53.5.1 apply capitalised sums in accordance with paragraphs 53.3 and 53.4 partly in one way and partly in another;

- 53.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- 53.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

## **Part 5: ADMINISTRATIVE ARRANGEMENTS**

### **54 MEANS OF COMMUNICATION TO BE USED**

- 54.1 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 Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 54.2 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.
- 54.3 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.

### **55 COMPANY SEALS**

- 55.1 Any common seal may only be used by the authority of the directors.
- 55.2 The directors may decide by what means and in what form any common seal will be used.
- 55.3 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.
- 55.4 For the purposes of this Article, an authorised person is:
  - 55.4.1 any director of the company;
  - 55.4.2 the company secretary (if any); or
  - 55.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **56 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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

## 57 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

## DIRECTORS' INDEMNITY AND INSURANCE

### 58 INDEMNITY

58.1 Subject to paragraph 58.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

58.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

58.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in his capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and

58.1.3 any other liability incurred by that director as an officer of the company or an associated company.

58.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

58.3 In this Article:

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

58.3.2 a "**relevant director**" means any director or former director of the company or an associated company.

### 59 INSURANCE

59.1 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.

59.2 In this Article:

59.2.1 a "**relevant director**" means any director or former director of the company or an associated company;

59.2.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

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