

# **Companies Act 2006**

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**An Unlimited Private Company  
Having a Share Capital**

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## **Articles Of Association**

**Of**

**JAMES McMULLAN & SON**

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13/04/2015

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## **CERTIFICATE OF UPDATING**

**THIS IS TO CERTIFY THAT THIS IS AN UPDATED COPY OF THE  
ARTICLES OF ASSOCIATION OF**

**JAMES McMULLAN & SON**

**AS AT THE:** 30/3/15

**SIGNED :** James McMullan

**Director**

# **Companies Act 2006**

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**An Unlimited Private Company  
Having a Share Capital**

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## **Articles of Association**

**OF**

**JAMES McMULLAN & SON**

### **PRELIMINARY**

1. "The Act" means the Companies Act 2006 and any statutory modification or re-enactment for the time being in force thereof.  
  
"Model Articles" means Model Articles of Association as contained in schedule 1 to the Companies (Model Articles) 2008 (SI2008 No. 3229) hereinafter referred to as Model Articles.
2. Subject as hereinafter provided, the Articles contained in The Model Articles shall apply to the Company, unless deleted or modified as hereinafter expressed.
3. The liability of the members is unlimited.

### **ISSUE OF SHARES**

4.
  - (a) Shares may be issued as nil, partly or fully paid.
  - (b) Unless the members of the Company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article.
  - (c) Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively.
  - (d) The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.
  - (e) After the expiration of the period referred to in (d) above, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.
  - (f) Any shares not accepted pursuant to the offer referred to in (d) and the further offer referred to in (e) or not capable of being offered as aforesaid except by

way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit.

- (g) In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

### **TRANSFER AND TRANSMISSION OF SHARES**

5. The Directors may in their absolute discretion and without assigning any reason decline to register any Transfer of Shares, whether fully paid or not.

### **QUORUM AT GENERAL MEETINGS**

6. (a) If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- (b) If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.

### **NOTICE OF GENERAL MEETINGS**

7. (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
- (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

### **DIRECTORS**

8. Any Director other than a sole Director may by notice in writing signed by him and deposited with the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company or a person approved by all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat accordingly, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director.

9. Model Articles 11. (2) is modified to read "one" instead of "two" where it appears.

10. Subject to the provisions of the Act, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested 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 subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him.

### **INDEMNITY**

11. Model Article 52 shall not apply to the company but shall be replaced as follows:-

Subject to the provisions of and so far as may be consistent with the Act but without prejudice to any indemnity to which a Director may be otherwise entitled every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceeding, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.