

**THE COMPANIES ACT 2006  
COMPANY HAVING SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
of  
LEICESTER RACECOURSE HOLDINGS LIMITED (Company Number 00020359)**

**(Adopted by Special Resolution passed on 27<sup>th</sup> October 2020)**

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### 1 Defined terms

1.1 In the Articles, unless the context requires otherwise:

“Articles”	means the Company’s Articles of association as amended from time to time (and reference to an ‘Article’ shall be construed accordingly);
“Bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“Chairman”	has the meaning given in Article 12;
“chairman of the meeting”	has the meaning given in Article 52;
“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Director”	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
“Distribution Recipient”	has the meaning given in Article 44;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006;
“Family Member”	in relation to a Shareholder, means the parent, grandparent, spouse or civil partner, sibling, cousin, children (including stepchildren), grandchildren or other issue, nephew or niece;
“Family Trust”	in relation to a Shareholder, means a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Shareholder or any of his Family Members and under which

	no power of control over the voting powers conferred by any Shares, the subject of that trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Shareholder or any of his Family Members;
“fully paid”	in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
“hard copy form”	has the meaning given in section 1168 of the Companies Act 2006;
“Holder”	in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;
“Instrument”	means a document in hard copy form;
“Offer Notice”	has the meaning given in Article 39;
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006;
“paid”	means paid or credited as paid;
“participate”	in relation to a Directors’ meeting, has the meaning given in Article 10;
“proxy notice”	has the meaning given in Article 58;
“Reserve Price”	has the meaning given in Article 39;
“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 Companies Act 2006;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“Transfer Notice”	has the meaning given in Article 39;
“Transferor”	has the meaning given in Article 39;
“Transferor’s Specified Price”	has the meaning given in Article 39;

“Transmittee”	means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law; and
“writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

## **2 Liability of members**

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

## **PART 2**

### **DIRECTORS**

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

## **3 Directors’ general authority**

- 3.1 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.

## **4 Shareholders’ reserve power**

- 4.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

## **5 Directors may delegate**

- 5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- 5.1.1 to such Director or committee;
  - 5.1.2 by such means (including by power of attorney);
  - 5.1.3 to such an extent;
  - 5.1.4 in relation to such matters or territories; and
  - 5.1.5 on such terms and conditions; as they think fit.

- 5.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 5.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **6 Committees**

- 6.1 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.
- 6.2 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**

### **7 Directors to take decisions collectively**

- 7.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

### **8 Unanimous decisions**

- 8.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they Share a common view on a matter.
- 8.2 Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing.
- 8.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 8.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

### **9 Calling a Directors' meeting**

- 9.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors.
- 9.2 Notice of any Directors' meeting must indicate—
  - 9.2.1 its proposed date and time;
  - 9.2.2 where it is to take place; and
  - 9.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

### **10 Participation in Directors' meetings**

- 10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - 10.1.1 the meeting has been called and takes place in accordance with the Articles, and

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

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

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

## **11 Quorum for Directors' meetings**

11.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but whenever the Company has appointed two or more Directors it must never be less than two, and unless otherwise fixed it is two.

11.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

11.3.1 to appoint further Directors, or

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

## **12 Chairing of Directors' meetings**

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

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

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

12.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

## **13 Casting vote**

13.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.

13.2 But this does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **14 Conflicts of interest**

14.1 Subject to disclosure in accordance with sections 177 and 182 of the Companies Act 2006, a Director shall be entitled to count in the quorum and vote at a meeting of Directors or in any decision-making process howsoever held on any resolution concerning a proposed or existing transaction or arrangement in which he has a direct or indirect interest.

14.2 Subject to the provisions of the Companies Act 2006, and provided that he has disclosed to the Directors the nature and extent of any direct or indirect interest he has in a proposed or existing transaction or arrangement with the Company, a Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.



## **15 Directors' discretion to make further rules**

- 15.1 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

## **16 Records of meetings to be kept**

- 16.1 The Directors must cause minutes of all proceedings at meetings of Directors to be recorded in writing and kept for at least 10 years from the date of the meeting recorded.
- 16.2 Where decisions of Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form so that they may be read with the naked eye.

## **APPOINTMENT OF DIRECTORS**

### **17 Number and methods of appointing Directors**

- 17.1 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:
- 17.1.1 by ordinary resolution, or
  - 17.1.2 by a decision of the Directors.
- 17.2 Unless otherwise determined by ordinary resolution, the number of Directors shall not exceed six but shall not be less than two.
- 17.3 Any person so appointed in accordance with Article 17.1.2 shall hold office only until the next following annual general meeting when he shall retire from office and be eligible for reappointment. If not reappointed at such annual general meeting, he shall vacate office at its conclusion.

### **18 Directors to retire by rotation**

- 18.1 At every annual general meeting, in addition to any director retiring in accordance with Article 17.3, one third of the other directors or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
- 18.2 Any director retiring in accordance with Article 18.1 may offer himself for re-election at the same annual general meeting, if he so wishes.

### **19 Termination of Director's appointment**

- 19.1 A person ceases to be a Director as soon as:
- 19.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
  - 19.1.2 a bankruptcy order is made against that person;
  - 19.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 19.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
  - 19.1.5 by reason of that person's mental health, a court makes an order which wholly or

- partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 19.1.6 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;
- 19.1.7 that person receives notice signed by all the other Directors stating that that person should cease to be a Director; or
- 19.1.8 he is convicted of a criminal offence (other than a motoring offence or series of offences not resulting in disqualification).

## **20 Directors' remuneration**

- 20.1 Directors may undertake any services for the Company that the Directors decide.
- 20.2 Directors are entitled to such remuneration as the Directors determine:
  - 20.2.1 for their services to the Company as Directors, and
  - 20.2.2 for any other service which they undertake for the Company.
- 20.3 Subject to the Articles, a Director's remuneration may:
  - 20.3.1 take any form, and
  - 20.3.2 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.
- 20.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 20.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **21 Directors' expenses**

- 21.1 The Company shall pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
  - 21.1.1 meetings of Directors, or
  - 21.1.2 general meetings
 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **PART 3**

### **SHARES AND DISTRIBUTIONS**

#### **SHARES**

## **22 Company's lien over partly paid Shares**

- 22.1 The Company has a first and paramount lien ("the Company's Lien") over every Share which is partly paid for any part of:
  - 22.1.1 that Share's nominal value, and
  - 22.1.2 any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

**22.2 The Company's Lien over a Share—**

22.2.1 takes priority over any third party's interest in that Share, and

22.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

**22.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.**

**23 Enforcement of the Company's Lien**

**23.1 Subject to the provisions of this Article, if:**

23.1.1 a lien enforcement notice has been given in respect of a Share, and

23.1.2 the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide.

**23.2 A lien enforcement notice—**

23.2.1 may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

23.2.2 must specify the Share concerned;

23.2.3 must require payment of the sum payable within 14 days of the notice;

23.2.4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and

23.2.5 must state the Company's intention to sell the Share if the notice is not complied with.

**23.3 Where Shares are sold under this Article—**

23.3.1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

23.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

**23.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:**

23.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

23.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.

**23.5 A statutory declaration by a Director that a Share has been sold to satisfy the Company's lien on a specified date:**

23.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

23.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

## **24 Call notices**

- 24.1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a “call notice”) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a “call”) which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the call notice.
- 24.2 A call notice:
  - 24.2.1 may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder’s Shares (whether as to the Share’s nominal value or any amount payable to the Company by way of premium);
  - 24.2.2 must state when and how any call to which it relates it is to be paid; and
  - 24.2.3 may permit or require the call to be paid by instalments.
- 24.3 A Shareholder must comply with the requirements of a call notice, but no Shareholder is obliged to pay any call before 14 days have passed since the notice was sent.
- 24.4 Before the Company has received any call due under a call notice the Directors may:
  - 24.4.1 revoke it wholly or in part, or
  - 24.4.2 specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose Shares the call is made.

## **25 Liability to pay calls**

- 25.1 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 25.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.
- 25.3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them:
  - 25.3.1 to pay calls which are not the same, or
  - 25.3.2 to pay calls at different times.

## **26 When call notice need not be issued**

- 26.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
  - 26.1.1 on allotment;
  - 26.1.2 on the occurrence of a particular event; or
  - 26.1.3 on a date fixed by or in accordance with the terms of issue.
- 26.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

## **27 Failure to comply with call notice: automatic consequences**

- 27.1 If a person is liable to pay a call and fails to do so by the call payment date:
  - 27.1.1 the Directors may issue a notice of intended forfeiture to that person, and
  - 27.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

- 27.2 For the purposes of this Article:
- 27.2.1 the “call payment date” is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the “call payment date” is that later date;
- 27.2.2 the “relevant rate” is—
- 27.2.2.1 the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
- 27.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Directors; or
- 27.2.2.3 if no rate is fixed in either of these ways, 5 per cent per annum.
- 27.3 The relevant rate must not exceed, by more than 5 percentage points, the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- 27.4 The Directors may waive any obligation to pay interest on a call wholly or in part.

## **28 Notice of intended forfeiture**

- 28.1 A notice of intended forfeiture:
- 28.1.1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
- 28.1.2 must be sent to the holder of that Share or to a person entitled to it by reason of the holder’s death, bankruptcy or otherwise;
- 28.1.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- 28.1.4 must state how the payment is to be made; and
- 28.1.5 must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

## **29 Directors’ power to forfeit Shares**

- 29.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

## **30 Effect of forfeiture**

- 30.1 Subject to the Articles, the forfeiture of a Share extinguishes:
- 30.1.1 all interests in that Share, and all claims and demands against the Company in respect of it, and
- 30.1.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 30.2 Any Share which is forfeited in accordance with the Articles:
- 30.2.1 is deemed to have been forfeited when the Directors decide that it is forfeited;
- 30.2.2 is deemed to be the property of the Company; and
- 30.2.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 30.3 If a person’s Shares have been forfeited:
- 30.3.1 the Company must send that person notice that forfeiture has occurred and record it

in the register of members;

30.3.2 that person ceases to be a member in respect of those Shares;

30.3.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;

30.3.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

30.3.5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

30.4 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

### **31 Procedure following forfeiture**

31.1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer.

31.2 A statutory declaration by a Director that a Share has been forfeited on a specified date:

31.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

31.2.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

31.3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.

31.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

31.4.1 was, or would have become, payable, and

31.4.2 had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

### **32 Surrender of Shares**

32.1 A Shareholder may surrender any Share:

32.1.1 in respect of which the Directors may issue a notice of intended forfeiture;

32.1.2 which the Directors may forfeit; or

32.1.3 which has been forfeited.

32.2 The Directors may accept the surrender of any such Share.

32.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.

32.4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

### **33 Powers to issue different classes of Share**

33.1 Subject to the Articles and to the Companies Act 2006, but without prejudice to the rights attached to any existing Share, the Directors of the Company may issue Shares with such rights or restrictions as they may determine.

33.2 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.

#### **34 Company not bound by less than absolute interests**

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

#### **35 Share certificates**

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

35.2 Every certificate must specify:

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

35.2.2 the nominal value of those Shares; and

35.2.3 any distinguishing numbers assigned to them.

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

35.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

35.5 Certificates must:

35.5.1 have affixed to them the Company's common seal, or

35.5.2 be otherwise executed in accordance with the Companies Acts.

#### **36 Replacement Share certificates**

36.1 If a certificate issued in respect of a Shareholder's Shares is:

36.1.1 damaged or defaced, or

36.1.2 said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

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

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

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

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

#### **37 Share Transfers**

37.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

37.2 The Company may charge an administration fee for registering any instrument of transfer or other document relating to or affecting the title to any Share.

- 37.3 The Company may retain any instrument of transfer which is registered.
- 37.4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 37.5 The Directors may refuse to register the transfer of a Share, and if they do so, they must return to the transferee the instrument of transfer with the notice of their refusal unless they suspect that the proposed transfer may be fraudulent.
- 37.6 The Directors must not register the transfer of any Share or any interest in any Share unless the transfer:
  - 37.6.1 is a Permitted Transfer; or
  - 37.6.2 is made in accordance with Article 39.
- 37.7 The Directors may at any time require any Shareholder or any person named as transferee in an instrument of transfer lodged for registration to give the Directors such information and evidence as the Directors believe is relevant to ensure that a transfer of Shares is being made in accordance with these Articles or that no circumstances have arisen which would result in a Transfer Notice being bound to be given or being deemed to have been given.
- 37.8 If the Directors are not given such information or evidence within 20 days after they have requested it, the Directors may in their absolute discretion give notice of refusal to register the transfer concerned together with reasons for the refusal to the person named as transferee or require the Shareholder by written notice to give a Transfer Notice in respect of the relevant Shares. If the information or evidence received by the Directors discloses to their satisfaction that a Shareholder may be bound to give or is deemed to have given a Transfer Notice, the Directors may in their absolute discretion by written notice to the relevant Shareholder require that a Transfer Notice be given in respect of the relevant Shares.
- 37.9 An obligation to transfer a Share under these Articles is an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.

### **38 Permitted Transfers**

- 38.1 A Shareholder may transfer Shares to any of the following:
  - 38.1.1 any Family Member or to the trustee of any Family Trust and such Family Member or trustee may transfer Shares to each other but not otherwise; or
  - 38.1.2 any other Shareholder,  
(any such transfer being a "Permitted Transfer").
- 38.2 Any transfer of any Share pursuant to this Article 38 shall only be treated as a Permitted Transfer if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust where applicable).

### **39 Pre-emptive Transfers**

- 39.1 Unless the transfer is permitted by Article 38, a Shareholder or person entitled to a Share by transmission is prohibited from transferring or disposing of or agreeing to transfer or dispose of or grant any interest or right in any Share to any person unless such Shares have been offered for sale to the other Shareholders in accordance with this Article.
- 39.2 The offer referred to in Article 39.1 must be effected as follows:
  - 39.2.1 the Shareholder wishing to sell the Shares (the "Transferor") must serve notice in writing on the Company that he wishes to sell Shares (a "Transfer Notice");
  - 39.2.2 the Transfer Notice must:



- 39.2.2.1 specify the number and class of Shares offered (the "Sale Shares");
- 39.2.2.2 set out the minimum reserve price per Share at which the Sale Shares are proposed to be offered (the "Transferor's Specified Price");
- 39.2.2.3 state whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the provisions of this Article (a "Total Transfer Condition");
- 39.2.2.4 appoint the Company as the agent of the Transferor for the sale of the Sale Shares on the terms of this Article; and
- 39.2.2.5 be irrevocable.
- 39.3 The Sale Shares shall be offered for purchase at a minimum reserve price per Sale Share (the "Reserve Price") which shall be the Transferor's Specified Price.
- 39.4 Within 20 working days after receipt by the Company of the Transfer Notice, the Directors must give written notice (the "Offer Notice") to the Shareholders of:
  - 39.4.1 the Reserve Price;
  - 39.4.2 the other information set out in the Transfer Notice; and
  - 39.4.3 the required procedure to submit a tender for purchase in a sealed envelope bearing the words "Leicester Racecourse Share Tender" (or words to similar effect) to be addressed to and sent by post to or delivered at the offices of the Auditors at the address stated in the Offer Notice and to be delivered by a deadline of at least 25 working days from the date of posting the Offer Notice by the Company.
- 39.5 A tender ("Tender Notice") by a Shareholder in response to an Offer Notice:
  - 39.5.1 shall tender one price for such number of the Sale Shares as the Shareholder wishes to purchase;
  - 39.5.2 shall tender a fixed price and not a price by reference to any Tender Notice submitted by another Shareholder;
  - 39.5.3 may be made expressly on the basis that the Tender Notice is only for the whole of the Sale Shares on offer or for some minimum number of the Sale Shares (if not so expressly restricted, and the number of Sale Shares available to the Shareholder is less than the number of Sale Shares specified in the Tender Notice in accordance with Article 39.5.1, the acceptance by the Company of the Tender Notice for the Sale Shares available for that Tender Notice shall be binding on the tendering Shareholder); and
  - 39.5.4 may not be withdrawn, except with the sanction of the Directors, but will lapse if found not to be successful following the opening of the Tender Notice, subject to the right of the Transferor to accept Tender Notices at lower than the Reserve Price.
- 39.6 The Tender Notices shall be opened only at the offices of the Auditors by a partner (or equivalent) of the Auditors, or a member of staff of the Auditors nominated by a partner (or equivalent).
- 39.7 Subject to the Reserve Price being reached:
  - 39.7.1 The successful purchaser shall be the Shareholder tendering within the time specified in the Offer Notice the highest price for the Sale Shares up to the number of Sale Shares for which he has tendered.
  - 39.7.2 If the highest tenderer has not tendered for all the Sale Shares, the remaining Sale Shares shall be purchased by the Shareholder tendering the next highest price up to the number of Sale Shares for which he has tendered, and if there are more Sale Shares then the purchasers of such remaining Sale Shares shall be the next highest tenderers until all the Sale Shares have been sold.
  - 39.7.3 If two or more Shareholders tender the same price, the Sale Shares available to

them shall be divided between them in accordance with the proportions they hold of Shares at the date of the Transfer Notice, or as agreed between them, but not so as to oblige any tenderer to purchase more Sale Shares than those for which he has tendered.

- 39.8 If purchasers are found for all the Sale Shares, the Company shall no later than 5 working days after the expiry of the deadline in the Offer Notice give written notice to the Transferor confirming the position and the Transferor shall be obliged upon payment of the purchase price due in respect of all the Sale Shares to transfer the Sale Shares so sold to the Shareholders so purchasing.
- 39.9 If no tender reaches the Reserve Price or if the number of Sale Shares for which tenders are received does not reach the full number of Sale Shares, the Transferor shall be notified of the outcome and he may within 10 working days of receiving notification serve notice on the Company that he elects to take either or both of the following options:
- 39.9.1 reduce the Reserve Price and then the Sale Shares shall be sold accordingly as if the reduced price had been the original Reserve Price; or
- 39.9.2 accept tenders for a lesser number of Sale Shares and the Sale Shares shall be sold accordingly as if such relevant number of Sale Shares had been offered originally.
- 39.10 If some or all of the Sale Shares are not sold, the Transferor shall be obliged to pay to the Company an administration fee (the "Tender Administration Fee"), which shall be confirmed to the Transferor following the Company's receipt of the Transfer Notice and which shall be determined by the Directors acting reasonably and having regard to the staff and other costs to the Company of dealing with the tender process under this Article 39.
- 39.11 The Tender Administration Fee may be deducted by the Company from the purchase monies for any Sale Shares sold. In the event no Sale Shares are sold, the Transferor must pay the Tender Administration Fee to the Company within 10 working days of the Company sending him the written notice under Article 39.8.
- 39.12 If any Transferor makes default in transferring any Sale Shares the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of such Sale Shares in favour of the purchasing Shareholders. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Shareholders.
- 39.13 Payment of the purchase money for any Sale Shares sold shall be due 5 working days after the Company has served notice on the successful purchaser of the number of Sale Shares sold to him and the price therefore and if not so paid shall bear interest at 5 per cent over Barclays Bank PLC base rate from time to time applicable.
- 39.14 In any case where any Shares are held by a trust and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are Family Members of the Shareholder for whom the trust was created, the Directors may resolve that such trustee or trustees do transfer such shares and such trustee or trustees shall be deemed to have served a Transfer Notice comprising such shares and the provisions of this Article shall apply. Notice of such resolution shall be given to such trustee or trustees without delay.

#### **40 Transmission of Shares**

- 40.1 If title to a Share passes to a Transmittée, the Company may only recognise the Transmittée as having any title to that Share.
- 40.2 A Transmittée who produces such evidence of entitlement to Shares as the Directors may properly require:
- 40.2.1 may, subject to the Articles, within 28 days of written notice to that effect, choose

either to become the Holder of those Shares or to have them transferred to another person (and if no choice is made by the Transmittor, he shall be deemed to have elected to become the Holder of those Shares); and

40.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had, save that the Transmittor does 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 he is entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the Holders of those Shares.

40.3 Article 37 shall apply to the notice referred to in Article 40.2.1 as if it were an instrument of transfer executed by the Shareholder and the event resulting in title to the Share passing to the Transmittor had not occurred.

#### **41 Exercise of Transmitters' rights**

41.1 Transmitters who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.

41.2 If the Transmittor wishes to have a Share transferred to another person, the Transmittor must execute an instrument of transfer in respect of it.

41.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittor has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

#### **42 Transmitters bound by prior notices**

42.1 If a notice is given to a Shareholder in respect of Shares and a Transmittor is entitled to those Shares, the Transmittor is bound by the notice if it was given to the Shareholder before the Transmittor's name has been entered in the register of members.

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **43 Procedure for declaring dividends**

43.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

43.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

43.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

43.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

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

43.6 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.

43.7 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.

#### **44 Payment of dividends and other distributions**

- 44.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 44.1.1 transfer to a bank or building society account specified by the Distribution Recipient in writing;
  - 44.1.2 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 in writing;
  - 44.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
  - 44.1.4 any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 44.2 In the Articles, "the Distribution Recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:
- 44.2.1 the Holder of the Share; or
  - 44.2.2 if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
  - 44.2.3 if the Holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.

#### **45 No interest on distributions**

- 45.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:
- 45.1.1 the terms on which the Share was issued, or
  - 45.1.2 the provisions of another agreement between the Holder of that Share and the Company.

#### **46 Unclaimed distributions**

- 46.1 All dividends or other sums which are:
- 46.1.1 payable in respect of Shares, and
  - 46.1.2 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.
- 46.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 46.3 If:
- 46.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
  - 46.3.2 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.

## **47 Non-cash distributions**

- 47.1 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).
- 47.2 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:
  - 47.2.1 fixing the value of any assets;
  - 47.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
  - 47.2.3 vesting any assets in trustees.

## **48 Waiver of distributions**

- 48.1 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:
  - 48.1.1 the Share has more than one holder, or
  - 48.1.2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint Holders, or otherwise,the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

## **CAPITALISATION OF PROFITS**

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

- 49.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary Resolution:
  - 49.1.1 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
  - 49.1.2 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.
- 49.2 Capitalised Sums must be applied:
  - 49.2.1 on behalf of the persons entitled, and
  - 49.2.2 in the same proportions as a dividend would have been distributed to them.
- 49.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct.
- 49.4 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.
- 49.5 Subject to the Articles the Directors may—
  - 49.5.1 apply Capitalised Sums in accordance with paragraphs 49.3 and 49.4 partly in one

- way and partly in another;
- 49.5.2 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
- 49.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

## PART 4

### DECISION-MAKING BY SHAREHOLDERS

### ORGANISATION OF GENERAL MEETINGS

#### **50 Attendance and speaking at general meetings**

- 50.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 50.2 A person is able to exercise the right to vote at a general meeting when:
  - 50.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 50.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 50.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 50.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 50.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **51 Quorum for general meetings**

- 51.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Four members present in person or by proxy and entitled to vote upon the business to be transacted at the meeting shall be a quorum.

#### **52 Chairing general meetings**

- 52.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 52.2 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:
  - 52.2.1 the Directors present, or

52.2.2 (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.

52.3 The person chairing a meeting in accordance with this Article is referred to as “the chairman of the meeting”.

### **53 Attendance and speaking by Directors and non-Shareholders**

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

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

53.2.1 Shareholders of the Company, or

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

### **54 Adjournment**

54.1 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.

54.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

54.2.1 the meeting consents to an adjournment, or

54.2.2 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.

54.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

54.4 When adjourning a general meeting, the chairman of the meeting must:

54.4.1 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

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

54.5 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):

54.5.1 to the same persons to whom notice of the Company’s general meetings is required to be given, and

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

54.6 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**

### **55 Voting: general**

55.1 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.

## **56 Errors and disputes**

- 56.1 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.
- 56.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

## **57 Poll votes**

- 57.1 A poll on a resolution may be demanded:
  - 57.1.1 in advance of the general meeting where it is to be put to the vote, or
  - 57.1.2 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.
- 57.2 A poll may be demanded by:
  - 57.2.1 the chairman of the meeting,
  - 57.2.2 the Directors, or
  - 57.2.3 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.
- 57.3 A poll may not be demanded at a general meeting on the question of:
  - 57.3.1 the election of the chairman of the meeting, or
  - 57.3.2 the adjournment of the meeting.
- 57.4 A demand for a poll may be withdrawn if:
  - 57.4.1 the poll has not yet been taken, and
  - 57.4.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 57.5 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **58 Content of proxy notices**

- 58.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:
  - 58.1.1 states the name and address of the Shareholder appointing the proxy;
  - 58.1.2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - 58.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 58.1.4 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.
- 58.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 58.3 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.
- 58.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 58.4.1 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  
58.4.2 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.

## **59 Delivery of proxy notices**

- 59.1 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.
- 59.2 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.
- 59.3 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.
- 59.4 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.

## **60 Amendments to resolutions**

- 60.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 60.1.1 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 is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - 60.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 60.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 60.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 60.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 60.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

## **61 Means of communication to be used**

- 61.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

- 61.2 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.
- 61.3 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.

## **62 Company seals**

- 62.1 Any common seal may only be used by the authority of the Directors.
- 62.2 The Directors may decide by what means and in what form any common seal is to be used.
- 62.3 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 two Directors of the Company.

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

- 63.1 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.

## **64 Provision for employees on cessation of business**

- 64.1 Subject to the Companies Act 2006, 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**

### **65 Indemnity**

- 65.1 Subject to paragraph 65.2, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, a relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties for the Company or an associated Company, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs or those of an associated Company.
- 65.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 65.3 In this Article:
- 65.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries

of the same body corporate, and

65.3.2 a “relevant officer” means any Director or other officer or former Director or other officer of the Company or an associated Company or any Company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) other than any person (whether an officer of the Company or not) engaged by the Company as auditor to the extent that he is acting in his capacity as an auditor.

## **66 Insurance**

66.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

66.2 In this Article:

66.2.1 a “relevant officer” means any Director or other officer or former Director or other officer of the Company or an associated Company or any Company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) other than any person (whether an officer of the Company or not) engaged by the Company as auditor to the extent that he is acting in his capacity as an auditor,

66.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer 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

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