

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
PAULS MALT LIMITED (00088929)
(the Company)

1 Preliminary and interpretation

1.1 In these articles:

CA 2006 means Companies Act 2006;

Model Articles means the model articles for private companies limited by shares prescribed by Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended and in force on the date on which these articles become part of the constitution of the Company;

the term **Company Communication Provisions** means the company communication provisions in the CA 2006 (being the provisions at sections 1144 to 1148 and Schedules 4 and 5);

references to an **article** are to a provision of these articles;

references to an **eligible director** are to a director who would have been entitled to vote on any matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

references to a **regulation** are to an article in the Model Articles;

references to any particular provision of the CA 2006 include any statutory modification or re-enactment of that provision for the time being in force.

- 1.2** Save as otherwise specifically provided in these articles, words and phrases used in these articles have the meanings ascribed to them in or by virtue of the Model Articles.
- 1.3** The Model Articles apply to the Company, except where they are excluded or modified by these articles or are otherwise inconsistent with these articles and, together with these articles, constitute the articles of the Company.
- 1.4** The Model Articles 8, 14(1) to 14(5) (inclusive), 15, 19(3)(b), 21, 26(1), 26(5), 36(4), 41(1), 44(2) to 44(4) (inclusive), 52 and 53 do not apply to the Company.



2 PROCEEDINGS OF DIRECTORS

- 2.1 The maximum and minimum number of directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, the general rule about decision-making by the directors does not apply, and the sole director may take decisions without regard to any of the provisions of the articles (including Model Article 11(2)) relating to directors' decision-making.
- 2.2 Subject to article 2.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 2.3 If the directors propose to exercise their power under section 175(4)(b) of the CA 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 2.4 Subject to the provisions of the CA 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
- 2.4.1 may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 2.4.2 may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - 2.4.3 is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.
- 2.5 Members of the board or of such committee thereof may participate in a meeting of the board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such a meeting.

3 EXECUTION OF DOCUMENTS

- 3.1 Unless otherwise approved by a resolution of the directors of the Company, the entry into and execution by the Company of contracts and documents that require the signature of a director on behalf of the Company shall, in all cases, be signed by two signatories, being a combination of either:
- 3.1.1 any two directors of the company; or
 - 3.1.2 any one director and such other person(s) as may be authorised by the board of directors of the Company from time to time.

3.2 For the avoidance of doubt and notwithstanding the requirement for two signatories to execute contracts on behalf of the company provided for at Article 3.1 above, the board of directors of the company may from time to time authorise that any one signatory, either a director or otherwise, shall have authority to enter into and execute contracts for and on behalf of the company.

3.3 Each director of the Company is required to ensure his or her strict compliance with this Article 3.

4 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Without prejudice to the provisions of regulation 7(2), a sole director may take decisions by way of written resolution.

5 UNANIMOUS DECISIONS

5.1 A decision of the directors is taken in accordance with this article 5 when all eligible directors indicate to each other by any means that they share a common view on a matter.

5.2 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.

5.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum had the matter been proposed as a resolution at a directors' meeting.

6 CHANGE OF NAME

The Company may change its name by decision of the directors.

7 DIRECTORS PERMITTED TO RETAIN BENEFITS

7.1 A director is not required, by reason of being a director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with:

7.1.1 a matter which has been authorised by the directors, or by the shareholders (subject to any terms, limits or conditions attaching to such authorisation);

7.1.2 being interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested;

7.1.3 holding any other office or place of profit under the Company, except that of auditor, in conjunction with the office of director and acting by himself or through his firm in a professional capacity for the Company (and being entitled to remuneration as the directors may arrange, either in addition to or in lieu of any remuneration provided for by any other article); and

7.1.4 being a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment.

7.2 The Company will not treat the receipt by the director of any profit, remuneration or other benefit referred to in article 7.1 as a breach of duty under section 176 of the CA 2006. No such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest, profit, remuneration or other benefit.

8 RECORDS OF DECISIONS TO BE KEPT

- 8.1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors or decision taken by a sole director.
- 8.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form so that they can be read with the naked eye.

9 APPOINTMENT OF DIRECTORS

A holder or holders of over half in nominal value of the issued ordinary share capital for the time being in the Company shall have power from time to time and at any time to appoint any person as a director or directors either as an additional director or to fill any vacancy and to remove from office any director howsoever appointed and notwithstanding any agreement between the Company and the director. Any such appointment or removal shall be effected by an instrument in writing signed by the holder or holders making the same, or in the case of a holder being a body corporate signed by one of its directors or other officers on its behalf, and shall take effect upon lodgement at the registered office of the Company or at such later date after its lodgement as may be specified in the instrument and (in the case of the appointment of a person not already a director or an alternate) shall be accompanied by his consent to act as a director in the form prescribed by the CA 2006.

10 TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

11 SECRETARY

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

12 ALTERNATE DIRECTORS

- 12.1 Any director (the **appointor**) may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:-
- 12.1.1 exercise that director's powers; and
 - 12.1.2 carry out that director's responsibilities,
in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 12.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must:
- 12.2.1 identify the proposed alternate; and
 - 12.2.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.
- 12.3 An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor.
- 12.4 Except as these Articles specify otherwise, alternate directors:

- 12.4.1 are deemed for all purposes to be directors;
- 12.4.2 are liable for their own acts or omissions;
- 12.4.3 are subject to the same restrictions as their appointors; and
- 12.4.4 are not deemed to be agents of or for their appointors.

12.5 A person who is an alternate director but not a director:

- 12.5.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
- 12.5.2 may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

12.6 No alternate may be counted as more than one director for such purposes.

- 12.6.1 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.

- 12.6.2 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".

12.7 An alternate director's appointment as an alternate terminates:

- 12.7.1 when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 12.7.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director;
- 12.7.3 on the death of his appointor; or
- 12.7.4 when his appointor's appointment as a director terminates.

13 ACTS OF DIRECTORS

Subject to the provisions of CA 2006, all acts done by a meeting of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

14 GRATUITIES AND PENSIONS

The directors may, on behalf of the Company, exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the Company or the members for any benefit permitted by this article 14 and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

15 ISSUE OF SHARES

15.1 Shares may be issued as nil, partly or fully paid:

- 15.1.1 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.
- 15.1.2 Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively.
- 15.1.3 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.
- 15.1.4 After the expiration of the period referred to in 15.1.3 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.
- 15.1.5 Any shares not accepted pursuant to the offer referred to in 15.1.3 and the further offer referred to in 15.1.4 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.

- 15.2 By virtue of section 567(1) of the CA 2006, the provisions of sections 561 and 562 of the CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the CA 2006) made by the Company.

16 LIEN ON SHARES

- 16.1 The Company shall have a first and paramount lien (the Company's lien) over every share (whether fully paid or not), standing registered in the name of any holder, whether he is their sole holder or is one of two or more joint holders, for all money presently payable by him or his estate to the Company. The directors may resolve that any share be exempt wholly or in part from this article 16.
- 16.2 The Company shall not have a first and paramount lien on any share if such share is charged or mortgaged by way of security to a Specified Chargee (as defined in Article 21.4) in which case such lien shall rank in all respects behind any such security.

17 ENFORCEMENT OF THE COMPANY'S LIEN

- 17.1 For the purpose of enforcing the Company's lien on any shares, the directors may sell them in such manner as they decide if an amount owing to the Company is presently payable and is not paid within fourteen days following the giving of a notice to the holder (or any transmittee) demanding payment of the amount due within such fourteen day period and stating that if the notice is not complied with the shares may be sold.
- 17.2 Where shares are sold under this article 17:
 - 17.2.1 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 any instrument so executed shall be effective as if it had been executed by the holder of, or the transmittee to, the shares to which it relates), and

- 17.2.2 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.
- 17.3 The net proceeds of any sale of shares subject to the Company's lien under these articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on surrender to the Company for cancellation of the certificate for such shares and subject to the Company having a lien on such balance on the same basis as applied to such shares for any amount not presently payable as existed on such shares before the sale.
- 17.4 A statutory declaration by a director or the company secretary that a share has been sold to satisfy the Company's lien on a specified date shall be conclusive evidence of the facts stated in it against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of any necessary instrument of transfer) constitute good title to the share.
- 17.5 If a share is subject to the Company's lien and the directors are entitled to issue a notice in respect of it, they may, instead of issuing a notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable to the Company.
- 17.6 Where a deduction is made under article 17.5, the Company must notify the distribution recipient in writing of the fact and amount of any such deduction, any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and how the money deducted has been applied.
- 18 CALLS ON SHARES AND FORFEITURE**
- 18.1 Subject to these articles and the terms on which shares are allotted, the directors may send a notice (a call notice) to a member requiring the member to pay the Company a specified sum of money (a call) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- 18.2 A call notice:
- 18.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - 18.2.2 must state when and how any call to which it relates is to be paid; and
 - 18.2.3 may permit or require the call to be paid by instalments.
- 18.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the call notice was sent.
- 18.4 Before the Company has received any call due under a call notice the directors may:
- 18.4.1 revoke it wholly or in part; or
 - 18.4.2 specify a later time for payment than is specified in the call notice, by a further notice in writing to the member in respect of whose shares the call was made.
- 18.5 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid.
- 18.6 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

- 18.7 Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares.
- 18.8 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):
- 18.8.1 on allotment;
 - 18.8.2 on the occurrence of a particular event; or
 - 18.8.3 on a date fixed by or in accordance with the terms of issue.
- 18.9 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.
- 18.10 If a person is liable to pay a call and fails to do so by the call payment date:
- 18.10.1 the directors may send a notice of forfeiture (a **forfeiture notice**) to that person; and
 - 18.10.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 18.11 For the purposes of this article:-
- 18.11.1 the "call payment date" is the date on which 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; and
 - 18.11.2 the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum.
 - 18.11.3 The relevant rate must not exceed by more than five 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.
 - 18.11.4 The directors may waive any obligation to pay interest on a call wholly or in part.
- 18.12 A forfeiture notice:-
- 18.12.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
 - 18.12.2 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;
 - 18.12.3 must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice;
 - 18.12.4 must state how the payment is to be made; and
 - 18.12.5 must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

- 18.13 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, 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.
- 18.14 Subject to the following provisions of this Article 18.12, the forfeiture of a share extinguishes:-
- 18.14.1 all interests in that share, and all claims and demands against the Company in respect of it; and
 - 18.14.2 all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company.
- 18.15 Any share which is forfeited:-
- 18.15.1 is deemed to have been forfeited when the directors decide that it is forfeited;
 - 18.15.2 is deemed to be the property of the Company; and
 - 18.15.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 18.16 If a person's shares have been forfeited:-
- 18.16.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 18.16.2 that person ceases to be a member in respect of those shares;
 - 18.16.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 18.16.4 that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 18.16.5 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.
- 18.17 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit.
- 18.18 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.
- 18.19 A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date:
- 18.19.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 18.19.2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share.
- 18.20 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.

18.21 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:

18.21.1 was, or would have become, payable; and

18.21.2 had not, when that share was forfeited, been paid by that person in respect of that share,

18.22 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.

18.23 A member may surrender any share:

18.23.1 in respect of which the directors may issue a forfeiture notice;

18.23.2 which the directors may forfeit; or

18.23.3 which has been forfeited.

18.24 The directors may accept the surrender of any such share.

18.25 *The effect of surrender on a share is the same as the effect of forfeiture on that share.*

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

19 SHARE CERTIFICATES

19.1 The Company must issue each member with one or more certificates in respect of the shares which that member holds.

19.2 Except as is otherwise provided in these articles, all certificates must be issued free of charge.

19.3 No certificate may be issued in respect of shares of more than one class.

19.4 A member may request the Company, in writing, to replace:

19.4.1 the member's separate certificates with a consolidated certificate; or

19.4.2 the member's consolidated certificate with two or more separate certificates.

19.5 When the Company complies with a request made by a member under 19.4 above, it may charge a reasonable fee as the directors decide for doing so.

19.6 Every certificate must specify:

19.6.1 in respect of how many shares, of what class, it is issued;

19.6.2 the nominal value of those shares;

19.6.3 whether the shares are nil, partly or fully paid; and

19.6.4 any distinguishing numbers assigned to them.

19.7 Certificates must:

19.7.1 have affixed to them the Company's common seal; or

19.7.2 be otherwise executed in accordance with the CA 2006.

20 CONSOLIDATION OF SHARES

20.1 This article applies in circumstances where:

20.1.1 there has been a consolidation of shares; and

20.1.2 as a result, members are entitled to fractions of shares.

20.2 The directors may:

20.2.1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and

20.2.2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.

20.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

20.4 A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

20.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

21 TRANSFER OF SHARES

21.1 Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor".

21.2 The directors may, in their absolute discretion, refuse to register the transfer of a share, whether it is fully paid or not, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.

21.3 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:

21.3.1 the transferor, and

21.3.2 (if any of the shares is not fully paid) the transferee.

21.4 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, and shall not refuse to recognise any instrument of transfer, where such transfer is executed by, on behalf of, or in favour of, any bank (or other institution), security agent or security trustee to whom such shares have been charged or mortgaged (or a nominee of any of them) (a **Specified Chargee**) or where such transfer is effected upon the enforcement of all or any part of such charge or mortgage in favour of any such Specified Chargee, nor may the directors suspend registration of any member which is a Specified Chargee.

22 TRANSMISSION OF SHARES

22.1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:

22.2 "Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member".

22.3 All the articles relating to the transfer of shares apply to:

22.3.1 any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and

22.3.2 any instrument of transfer executed by a transmittee in accordance with Model Article 28(2);

22.4 as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

22.5 The directors may at any time give notice requiring any transmittee to elect either to be registered himself in respect of the share or to transfer the share and, if the notice is not complied with within sixty days, the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice shall have been complied with.

23 CALCULATION OF DIVIDENDS

23.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:

23.1.1 declared and paid according to the nominal amounts paid up on the shares on which the dividend is paid; and

23.1.2 apportioned and paid proportionately to the nominal amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

23.2 If any share is issued on terms providing that it ranks for dividend as from a particular date (whether before, on or after allotment), that share ranks for dividend accordingly.

23.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

24 CAPITALISATION OF PROFITS

Without prejudice to regulation 36, a capitalised sum which was appropriated from profits available for distribution may be applied:

24.1.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or

24.1.2 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.

25 WRITTEN RESOLUTIONS OF MEMBERS

25.1 Subject to Article 25.2, a written resolution of members passed in accordance with Part 13 of the CA 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.

25.2 The following may not be passed as a written resolution and may only be passed at a general meeting:-

25.2.1 a resolution under section 168 of the CA 2006 for the removal of a director before the expiration of his period of office; and

25.2.2 a resolution under section 510 of the CA 2006 for the removal of an auditor before the expiration of his period of office.

- 25.3 Subject to article 25.2, on a written resolution, a member has one vote in respect of each share held by him.
- 25.4 No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid.

26 NOTICE OF GENERAL MEETINGS

- 26.1 Every notice convening a general meeting of the Company must comply with the provisions of:
- 26.1.1 section 311 of the CA 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
 - 26.1.2 section 325(1) of the CA 2006 as to the giving of information to members regarding their right to appoint proxies.
- 26.2 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.

27 QUORUM AT GENERAL MEETINGS

- 27.1 If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the 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.
- 27.2 If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the 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.
- 27.3 Model Article 41(1) is modified by the addition of a second sentence as follows:-
- 27.3.1 "*If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved.*"

28 VOTING AT GENERAL MEETINGS

- 28.1 Subject to article 28.2 below, on a vote on a resolution at a general meeting on a show of hands:
- 28.1.1 each member who, being an individual, is present in person has one vote;
 - 28.1.2 if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
 - 28.1.3 if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the CA 2006, one vote.
- 28.2 Subject to article 28.3 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.
- 28.3 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate

representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.

- 28.4 Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:

28.4.1 "by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

28.4.2 A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

- 28.5 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman of the meeting directs.

29 DELIVERY OF PROXY NOTICES

Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

30 COMMUNICATIONS

- 30.1 Subject to the provisions of the CA 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 30.2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 30.3 If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.
- 30.4 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- 30.5 If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- 30.6 If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other

documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

- 30.7 For the purposes of this article 30, no account shall be taken of any part of a day that is not a working day.

31 COMPANY SEALS

- 31.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.

- 31.2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:

31.2.1 any two directors of the company; or

31.2.2 any one director and such other person(s) as may be authorised by the board of directors of the Company from time to time.

32 WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

33 INDEMNITY

- 33.1 Subject to the CA 2006, the Company, shall, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant officer out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him:

33.1.1 in relation to the actual or purported execution and discharge of the duties of such office; and

33.1.2 in relation to the Company's (or associated company's) activities in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);

- 33.2 may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure; and

- 33.3 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.

- 33.4 In this article 33.4:

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

(b) a relevant officer means any director, secretary, auditor or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);

- (c) → a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer'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.