



Company No. 00335250

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THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

FRED LONG & SONS LIMITED

(Adopted by special resolution passed on  
25 November 2020)

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STEPHEN LONG DIRECTOR

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## INTERPRETATION AND LIMITATION OF LIABILITY

### 1 Definitions and interpretation

#### 1.1 In these articles, unless the context requires otherwise:

“alternate” or “alternate director” has the meaning given in article 22;

“appointor” has the meaning given in article 22;

“articles” means the company’s articles of association for the time being in force;

“associated company” means any subsidiary or holding company of the company or any other subsidiary of the company’s holding company;

“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;

“business day” means any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are ordinarily open for the transaction of normal banking business;

“CA 2006” means the Companies Act 2006;

“chairman” has the meaning given in article 12.2;

“chairman of the meeting” has the meaning given in article 47.3;

“Companies Acts” means the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the company;

“Conflict” has the meaning given in article 15.1;

“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 39.1;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 CA 2006;

“eligible director” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

“family trust” means a trust (whether arising under a settlement inter vivos or a testamentary disposition made by any person or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a particular shareholder or deceased or former shareholder and his privileged relations and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person

other than the trustees as trustees or the shareholder concerned or a privileged relation of such shareholder;

“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 CA 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;

“Model Articles” means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended from time to time;

“ordinary resolution” has the meaning given in section 282 CA 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“privileged relation” means, in relation to a shareholder, any lineal descendant or ascendant in direct line provided that such person is not a minor, an undischarged bankrupt, nor lacks capacity for the purposes of the Mental Capacity Act 2005;

“proxy notice” has the meaning given in article 54.1;

“relevant officer” means any director or other officer of the company or an associated company, but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

“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 CA 2006;

“subsidiary” has the meaning given in section 1159 CA 2006;

“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.

- 1.2 No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Model Articles) shall apply as the articles of the Company.
- 1.3 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the CA 2006 shall have the same meanings in these articles.

- 1.4 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles.
- 1.5 A reference in these articles to an “article” is a reference to the relevant article of these articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation made under it, whether before or after the date of adoption of these articles; and
- 1.6.2 any amendment or re-enactment, whether before or after the date of adoption of these articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A reference in these articles to a “subsidiary”, “holding company”, “undertaking”, “subsidiary undertaking” or “parent undertaking” shall be construed in accordance with section 1159 and section 1162 of CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.
- 1.9 Any words importing the singular include the plural and vice versa and words importing any gender include the other genders.
- 2 Liability of members and change of name
- 2.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.
- 2.2 Subject to the CA 2006, the directors may by resolution change the name of the company.

## 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 person 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.

- 7.2 If:

- 7.2.1 the company only has one director for the time being; and
- 7.2.2 no provision of the articles requires it to have more than one director

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.



## 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 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 or by authorising the company secretary (if any) to give such notice.
- 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 need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## 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 Subject to article 7.2 and to article 11.3, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

11.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15.1 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

## 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 at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

13.2 Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

## 14 **Transactions or other arrangements with the company**

14.1 Subject to the provisions of CA 2006 and provided he has declared the nature and extent of any interest of his (unless the circumstances in any of sections 177(5) and 177(6) or sections 182(5) and 182(6) CA 2006 apply, in which case no disclosure is required), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company, notwithstanding his office:

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

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

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

14.1.4 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 CA 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in

any such body corporate which he is permitted to hold or enter into by virtue of articles 14.1.1, 14.1.2, or 14.1.3 and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 CA 2006; and

- 14.1.5 shall subject to article 15.1, be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) and shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, on any matter referred to in articles 14.1.1 to 14.1.3 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any such resolution his vote shall be counted.
- 14.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 14.3 Any disclosure required by article 14.1 may be made at a meeting of the directors, by notice in writing or by general notice or otherwise in accordance with section 177 CA 2006.
- 14.4 Subject to article 14.5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is final and conclusive.
- 14.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **15 Directors' conflicts of interest**

- 15.1 For the purposes of section 175 CA 2006, the directors may authorise any matter proposed to them in accordance with these articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the company (a "Conflict"). Any such authorisation will be effective only if:
- 15.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
- 15.1.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they may expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time, but this will not affect anything done by the director in question prior to such variation or termination, in accordance with the terms of such authorisation.

For the purposes of these articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

- 15.2 A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a Conflict, this article applies only if the existence of that relationship has been authorised by the directors pursuant to article 15.1 or by the company in general meeting. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 (inclusive) because he fails:

15.2.1 to disclose any such information to the board or to any director or other officer or employee of the company; and/or

15.2.2 to use or apply any such information in performing his duties as a director of the company.

- 15.3 Where the existence of a director's relationship with another person has been authorised by the directors pursuant to article 15.1 or by the company in general meeting and his relationship with that person gives rise to a Conflict, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 (inclusive) because he:

15.3.1 absents himself from meetings of the board at which any matter relating to the Conflict will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

15.3.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the Conflict sent or supplied by the company and/or for such documents and information to be received and read by a professional adviser;

for so long as he reasonably believes such Conflict subsists.

- 15.4 The provisions of articles 15.2 and 15.3 are without prejudice to any equitable principle or rule of law which may excuse the director from:

15.4.1 disclosing information, in circumstances where disclosure would otherwise be required under these articles; or

15.4.2 attending meetings or discussions or receiving documents and information as referred to in article 15.3, in circumstances where such attendance or receipt of such documents and information would otherwise be required under these articles.

- 15.5 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors pursuant to article 15.1 or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

16     Records of decisions to be kept

- 16.1   The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 16.2   Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

17     Directors' discretion to make further rules

- 17.1   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.

APPOINTMENT OF DIRECTORS

18     Methods of appointing directors

- 18.1   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:
- 18.1.1     by ordinary resolution; or
- 18.1.2     by a decision of the directors.
- 18.2   In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to the Company, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 18.3   For the purposes of article 18.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

19     Termination of director's appointment

- 19.1   Without prejudice to the powers of the company under section 168 CA 2006 to remove a director by ordinary resolution, the holder or holders for the time being of more than one half of the total voting rights at a meeting of the shareholders shall have the power from time to time and at any time to appoint any person or persons as a director or directors, either as additional directors or to fill any vacancy, and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the shareholder or shareholders making the same or (in the case of a shareholder being a corporation) signed on its behalf by one of its directors and shall take effect on lodgement at the registered office of the company.
- 19.2   A person ceases to be a director as soon as:
- 19.2.1     that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;

- 19.2.2 that person is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other directors resolve that he cease to be a director;
- 19.2.3 a bankruptcy order is made against that person;
- 19.2.4 an arrangement or composition is made with that person's creditors generally in satisfaction of that person's debts;
- 19.2.5 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;
- 19.2.6 all of the other directors resolve that that person shall cease to be a director;
- 19.2.7 notification in writing is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms.

## 20 **Directors' remuneration**

- 20.1 Directors may undertake any services for the company that the directors decides.
- 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 (including alternate directors) and the company secretary (if any) properly incur in connection with their attendance at:
  - 21.1.1 meetings of directors or committees of directors;
  - 21.1.2 general meetings; or

21.1.3 separate meetings of the holders of any class of shares or of debentures of the company

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

## ALTERNATE DIRECTORS

### 22 Appointment and removal of alternate directors

22.1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

22.1.1 exercise that director's powers; and

22.1.2 carry out that director's responsibilities

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

22.2 Any appointment or removal of an alternate must be effected by notice in writing to the company (marked for the attention of the chairman or company secretary (if any)) signed by the appointor, or in any other manner approved by the directors.

22.3 The notice must:

22.3.1 identify the proposed alternate; and

22.3.2 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 the director giving the notice.

### 23 Rights and responsibilities of alternate directors

23.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

23.2 Except as the articles specify otherwise, alternate directors:

23.2.1 are deemed for all purposes to be directors;

23.2.2 are liable for their own acts and omissions;

23.2.3 are subject to the same restrictions as their appointors; and

23.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

23.3 A person who is an alternate director but not, in the absence of such appointment, a director:

23.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

- 23.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- 23.3.3 shall not be counted as more than one director for the purposes of articles 23.3.1 and 23.3.2.
- 23.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 23.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.
- 24 Termination of alternate directorship
- 24.1 An alternate director's appointment as an alternate terminates:
  - 24.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing (marked for the attention of the chairman or company secretary (if any)) specifying when it is to terminate;
  - 24.1.2 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 appointment as a director;
  - 24.1.3 on the death of the alternate's appointor; or
  - 24.1.4 when the alternate's appointor's appointment as a director terminates.

## SECRETARY

- 25 Secretary
- 25.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## SHARES AND DISTRIBUTIONS

### SHARES

- 26 All shares to be fully paid up
- 26.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 26.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.



27 Powers to issue different classes of share

- 27.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 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.

28 **Directors'** authority to allot shares

- 28.1 For so long as the company has only one class of shares in issue, the directors may exercise any power of the company to allot shares of that class or to grant rights to subscribe for or to convert any security into such shares.

29 Exclusion of statutory pre-emption rights

- 29.1 Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to an allotment of equity securities (as defined in section 560 CA 2006) made by the company.
- 29.2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:
- 29.2.1 shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- 29.2.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("Excess Securities") for which he wishes to subscribe.
- 29.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 29.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 29.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 29.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.
- 29.4 Subject to articles 29.2 and 29.3 and to section 551 CA 2006, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

30 Power to purchase own shares out of capital

30.1 Subject to the CA 2006 but without prejudice to any other provision of these articles, the company is authorised in accordance with section 692(1ZA) CA 2006 to purchase shares in the company out of capital, otherwise than in accordance with Chapter 5 of Part 18 CA 2006, up to an aggregate purchase price in any financial year of the lower of:

30.1.1 £15,000; or

30.1.2 the nominal value of 5% of the company's fully paid share capital as at the beginning of such financial year.

30.2 The company shall immediately cancel any shares acquired pursuant to this article 30.

31 Company not bound by less than absolute interests

31.1 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.

32 Share certificates

32.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

32.2 Every certificate must specify:

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

32.2.2 the nominal value of those shares; and

32.2.3 any distinguishing numbers assigned to them.

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

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

32.5 Certificates must:

32.5.1 have affixed to them the company's common seal; or

32.5.2 be otherwise executed in accordance with the Companies Acts.

33 Replacement share certificates

33.1 If a certificate issued in respect of a shareholder's share is:

33.1.1 damaged or defaced; or

33.1.2 said to be lost, stolen or destroyed

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

- 33.2 A shareholder exercising the right to be issued with such a replacement certificate:
- 33.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - 33.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
  - 33.2.3 must comply with such conditions as to evidence and indemnity as the directors decide.

34 Share transfers

- 34.1 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.
- 34.2 No fee may be charged for registering any instrument or transfer or other document relating to or affecting the title to any share.
- 34.3 The company may retain any instrument of transfer which is registered.
- 34.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 34.5 The directors must refuse to register the transfer of a share unless the transfer is made in accordance with this article 34 and shall not have any discretion to register any transfer of shares which has not been made in compliance with this article 34, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 34.6 In these articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 34.7 Restriction on transfer of shares Subject to article 34.8 and unless all the shareholders otherwise agree in writing, no shareholder shall transfer any share or dispose of any interest in any share and the directors shall not register any transfer of any share except for:
- 34.7.1 in the case of a shareholder being an individual, any transfer to a Privileged Relation;
  - 34.7.2 any request by a person becoming entitled to a share in consequence of the bankruptcy of a shareholder to be registered as the holder of such share;
  - 34.7.3 any transfer by the personal representatives of a deceased shareholder to any to any privileged relation of such deceased shareholder;
  - 34.7.4 any transfer to trustees to be held on the trusts of a family trust;
  - 34.7.5 any transfer made in accordance with the provisions of this article 34.

- 34.8 Evidence of authorised transfer For the purpose of ensuring that a transfer of shares is duly permitted under article 34.7 or is in accordance with the provisions of this article 34 or of ascertaining whether a Transfer Notice ought to have been given, the directors may require any shareholder, the legal personal representatives of a deceased shareholder, the trustee in bankruptcy of a bankrupt shareholder or the liquidator of any corporate shareholder or any person named as transferee in any transfer lodged for registration to provide the company with such information and evidence as the directors may think necessary regarding any matter they consider relevant to such purpose. Failing such information or evidence being provided to the satisfaction of the directors within 14 days after such request, or if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall refuse to register the transfer in question and shall be entitled to serve a Transfer Notice in respect of the shares concerned and the provisions of these Articles shall take effect accordingly.
- 34.9 Transfer Notice Save for a transfer pursuant to article 34.7 every shareholder who wishes to transfer all or any of his shares or to dispose of any interest in them ("Seller") shall give notice in writing ("Transfer Notice") to the company, such notice to be accompanied by the relevant share certificate(s). A Transfer Notice may include more than one share and shall operate as a separate notice in respect of every share included in it. The Transfer Notice shall:
- 34.9.1 state the number of shares which the Seller wishes to transfer or dispose of ("Sale Shares") and whether the Seller is willing to sell part of the Sale Shares or only the whole of them;
  - 34.9.2 specify the price per share in cash at which the Seller is prepared to sell the Sale Shares;
  - 34.9.3 appoint the company as the agent of the Seller for the sale of the Sale Shares and all rights in them at the Sale Price (as defined in article 34.19); and
  - 34.9.4 give details of any person to whom the Seller wishes to transfer the Sale Shares in the event that no purchaser is found pursuant to articles 34.10 to 34.14.
- 34.10 Right of withdrawal of Transfer Notice The Seller may withdraw the Transfer Notice by notice in writing given to the company within 7 days after communication to him pursuant to article 34.19 of the fair value of the Sale Shares as certified by the Accountants in accordance with article 34.19.
- 34.11 Offer round procedure – initial offer round Within 7 days of receiving a Transfer Notice or of a Transfer Notice being deemed to have been given or, if later, within 7 days after the Sale Price shall have been determined (the Seller not having exercised his right of withdrawal under article 34.10 or such right having ceased to be exercisable (as the case may be)), the company shall offer the Sale Shares, giving details in writing of the number of the Sale Shares and the Sale Price, to all shareholders (other than the Seller) pro rata as nearly as may be in proportion to their respective shareholdings and inviting each shareholder to state in writing within 21 days from the date of the offer ("Acceptance Period") whether he is willing to purchase any of the Sale Shares at the Sale Price and, if so, the maximum number of shares that he is willing to purchase. The company shall also give details to the shareholders of the person, if any, to whom the Seller wishes to transfer the Sale Shares in the event that no purchaser for them is found pursuant to articles 34.10 to 34.14. A shareholder wishing to accept the offer

shall, before the expiry of the Acceptance Period, give notice in writing to the company specifying the number of shares that he wishes to purchase.

- 34.12 Acceptance of additional Sale Shares If the shareholders accepting the offer in relation to all the Sale Shares to which they are respectively entitled shall have also accepted the offer (or otherwise stated their willingness to purchase) additional Sale Shares, with the result that purchasers have been found for all the Sale Shares, the shareholders concerned shall on expiry of the Acceptance Period be deemed to have accepted and offered to purchase such additional Sale Shares. If acceptances are received for more additional Sale Shares than the number available for further purchase such acceptances shall be scaled down pro-rata (without involving fractions of a share) in the proportions in which such shareholders have offered to purchase them.
- 34.13 Further offer round Upon expiry of the Acceptance Period the company shall, offer any remaining Sale Shares to the shareholders who have accepted the offer in relation to all the Sale Shares to which they are respectively entitled and, if more than one shareholder shall have accepted the offer, in proportion (without involving fractions of a share) to their respective shareholdings at that time (including any shares accepted pursuant to the provisions of this article). Any such further offer which has not been accepted within 14 days of the date upon which it is made ("Further Acceptance Period") shall be deemed to have been refused.
- 34.14 Sale and purchase of shares As soon as practicable after the expiry of the Acceptance Period or the Further Acceptance Period, the company shall give notice to the Seller of the number of Sale Shares which shareholders are willing to purchase stating the name and address of each proposed purchaser and the number of shares agreed to be purchased by him. If the company has found shareholders willing to purchase some but not all of the Sale Shares, the Seller may within 14 days of the receipt of such notice from the company give a counter-notice in writing to the company withdrawing the Transfer Notice. If the company has found shareholders willing to purchase all the Sale Shares or if the Seller does not give a counter-notice within such 14 day period, the Seller shall be bound, on receipt of the Sale Price per share, to transfer the Sale Shares (or those for which the company has found purchasers) to the purchasers notified by the company in accordance with this article. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the company when, against payment of the Sale Price for each share and any relevant stamp duty, the purchaser(s) shall be registered as the holder(s) of the transferred shares in the register of members and new share certificate(s) in the name(s) of such purchaser(s) in respect of the transferred shares shall be delivered.
- 34.15 *Seller's default* If the Seller, after having become bound to transfer any Sale Shares to a purchaser, makes default in so doing, the directors shall authorise some person to execute any necessary transfers of the Sale Shares in favour of the purchaser and shall register the purchaser in the register of members as the holder of such of the Sale Shares as shall have been transferred to him. The company shall receive the purchase money on behalf of the Seller but shall not be bound to earn or pay interest on it. The receipt of the company for the purchase money shall be a good discharge to any purchaser who shall not be bound to see to the application of it, and after the name of the purchaser has been entered in the register of members in accordance with this article the validity of the proceedings shall not be questioned by any person.
- 34.16 Sale to the company If by the end of the applicable acceptance periods specified above the company shall not have found purchasers for all the Sale Shares pursuant to this article 34 and the Seller shall not have given counter-notice as referred to in article

- 34.14, the company shall have the option to purchase all or some of the Sale Shares by way of own share purchase (provided the provisions of Part 18 CA 2006 are complied with so that the company is lawfully able to purchase its own shares).
- 34.17 Sale to persons other than the shareholders If the company is not in a position to purchase the Sale Shares or the Board does not wish the company to do so, the Seller shall be free to sell and transfer or otherwise dispose of all of the Sale Shares for which no purchasers shall have been found, at any time within the following 6 months, to the person, if any, specified in the Transfer Notice as the person to whom the Seller wishes to transfer the Sale Shares or, if no such person is specified, to any person or persons whatsoever pursuant to a bona fide sale for a consideration not being less than the Sale Price (without any deduction, rebate or allowance whatsoever).
- 34.18 Evidence of a bona fide sale If a Seller shall sell any of the Sale Shares to any person pursuant to article 34.17, the directors may, before registering the transfer of such shares to such person, require the Seller and the purchaser to provide the company with such information as they may consider necessary in order to be satisfied that such shares are being transferred pursuant to a bona fide sale for a consideration not being less than the Sale Price (without any deduction, rebate or allowance whatsoever) to the purchaser and that the transfer is not part of a larger transaction or one of a series of related transactions under which compensatory benefit is given by or on behalf of the Seller and if the directors are not so satisfied they shall refuse to register the transfer or instrument concerned.
- 34.19 Determination of the Sale Price For the purposes of this article 34 the expression "Sale Price" shall mean the price per share:
- 34.19.1 specified in the Transfer Notice (if any); or
  - 34.19.2 (if no such price is so specified) the fair value per share as the Seller and the company shall agree; or
  - 34.19.3 failing agreement as the Accountants (acting as an expert and not as arbitrators) shall state in writing to be in their opinion the fair selling value of the Sale Shares on the open market having regard to the fair value of the business of the company as a going concern and on the basis of an arm's length transaction as between a willing seller and a willing purchaser but disregarding the fact that the Sale Shares may comprise only a minority holding in the company. The written determination of the Accountants shall be final and binding on all concerned (in the absence of manifest error or fraud). The cost of obtaining the certificate of the Accountants shall be borne by the Seller. For this purpose the company and the Seller shall give the Accountants and the Accountants shall take account of, all information which a prudent prospective purchaser of the entire issued share capital of the company might reasonably require if such purchaser were proposing to purchase it from a willing seller by private treaty and at arm's length. The directors shall procure that a copy of the Accountant's certificate is sent to the Seller as soon as practicable after it is issued.
- 34.20 Shares sold free of encumbrances Any Sale Shares sold pursuant to this article 34 shall be transferred with full title guarantee, free from any claims, equities, liens and encumbrances and with all rights attached to them as at the date of service of the Transfer Notice, but without the benefit of any other warranties or representations whatsoever.

### 35 Transmission of shares

- 35.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 35.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- 35.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
  - 35.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 35.3 But, subject to article 18.2, transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

### 36 Exercise of transmittees' rights

- 36.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 36.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 36.3 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 transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

### 37 Transmittees bound by prior notices

- 37.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 36.2, has been entered in the register of members.

## DIVIDENDS AND OTHER DISTRIBUTIONS

### 38 Procedure for declaring dividends

- 38.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 38.2 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.
- 38.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 38.4 Unless the shareholders' resolution to declare or directors' decisions 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.

- 38.5 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.
- 38.6 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.
- 38.7 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.

#### 39 Payment of dividends and other distributions

- 39.1 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:

- 39.1.1 transfer to a bank or building society account specified by the distribution recipient in writing;
- 39.1.2 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;
- 39.1.3 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
- 39.1.4 any other means of payment as the directors agree with the distribution recipient in writing.

- 39.2 In the articles, "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

- 39.2.1 the holder of the share; or
- 39.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
- 39.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

#### 40 No interest on distributions

- 40.1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- 40.1.1 the terms on which the share was issued; or
- 40.1.2 the provisions of another agreement between the holder of that share and the company.



## 41 Unclaimed distributions

### 41.1 All dividends or other sums which are:

41.1.1 payable in respect of shares; and

41.1.2 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.

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

### 41.3 If:

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

41.3.2 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.

## 42 Non-cash distributions

### 42.1 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).

### 42.2 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:

42.2.1 fixing the value of any assets;

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

42.2.3 vesting any assets in trustees.

## 43 Waiver of distributions

### 43.1 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:

43.1.1 the share has more than one holder; or

43.1.2 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

### 44 Authority to capitalise and appropriation of capitalised sums

44.1 Subject to the articles, the directors shall, if they are so authorised by an ordinary resolution:

44.1.1 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

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

44.2 Capitalised sums must be applied:

44.2.1 on behalf of the persons entitled; and

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

44.3 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.

44.4 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.

44.5 Subject to the articles, the directors may:

44.5.1 apply capitalised sums in accordance with articles 44.3 and 44.4 partly in one way and partly in another;

44.5.2 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

44.5.3 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.

## DECISION-MAKING BY SHAREHOLDERS

### ORGANISATION OF GENERAL MEETINGS

### 45 Attendance and speaking at general meetings

45.1 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.

45.2 A person is able to exercise the right to vote at a general meeting when:

- 45.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 45.2.2 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.
- 45.3 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.
- 45.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 45.5 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.
- 46 Quorum for general meetings
  - 46.1 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.
  - 46.2 If the company has only one shareholder, one qualifying person present at a meeting is a quorum.
  - 46.3 If the company has more than one shareholder, two qualifying persons present at a meeting are a quorum, unless each is a representative of a corporation or each is appointed as proxy of a member and they are representatives of the same corporation or are proxies of the same member.
  - 46.4 For the purposes of these articles, a "qualifying person" is:
    - 46.4.1 an individual who is a shareholder of the company;
    - 46.4.2 a person authorised to act as the representative of a corporation in relation to the meeting; or
    - 46.4.3 a person appointed as proxy of a shareholder in relation to the meeting.
- 47 Chairing general meetings
  - 47.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
  - 47.2 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:
    - 47.2.1 the directors present; or
    - 47.2.2 (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.

47.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

48 Attendance and speaking by directors and non-shareholders

48.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

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

48.2.1 shareholders of the company; or

48.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings

to attend and speak at a general meeting.

49 Adjournment

49.1 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.

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

49.2.1 the meeting consents to an adjournment; or

49.2.2 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.

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

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

49.4.1 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

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

49.5 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):

49.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

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

49.6 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

50     Voting: general

50.1    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.

50.2    Subject to the provisions of the CA 2006 and to any rights or restrictions attached to any shares, at a general meeting, on a show of hands each shareholder who is present in person or by proxy or by representative shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll each shareholder present in person or by proxy or by representative shall have one vote for each share of which he is the holder; and on a vote on a written resolution each shareholder shall have one vote for each share of which he is the holder.

51     Voting: joint holders

51.1    If two or more persons are joint holders of a share, then in voting on any question the vote of the senior who tenders a vote, whether in person or by proxy, or who signifies his agreement to a written resolution, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders are recorded in the register of members in respect of that joint holding.

52     Errors and disputes

52.1    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.

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

53     Poll votes

53.1    A poll on a resolution may be demanded:

53.1.1    in advance of the general meeting where it is to be put to the vote; or

53.1.2    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.

53.2    A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 CA 2006) present and entitled to vote at the meeting.

53.3    A demand for a poll may be withdrawn if:

53.3.1    the poll has not yet been taken; and

53.3.2    the chairman of the meeting consents to the withdrawal.

53.3.3    A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

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

## 54 Content of proxy notices

- 54.1 Proxies may only validly be appointed by a notice in writing ("proxy notice") which:
- 54.1.1 states the name and address of the shareholder appointing the proxy;
  - 54.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 54.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 54.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.
- and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 54.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 54.3 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.
- 54.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 54.4.1 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
  - 54.4.2 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.

## 55 Delivery of proxy notices

- 55.1 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.
- 55.2 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.
- 55.3 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.
- 55.4 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.

56 Amendments to resolutions

- 56.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 56.1.1 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
  - 56.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 56.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 56.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 56.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 56.3 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.

ADMINISTRATIVE ARRANGEMENTS

57 Means of communication to be used

- 57.1 Subject to articles 57.2 and 57.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 57.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - 57.1.2 if sent by pre-paid United Kingdom first class post, Signed For recorded delivery or Special Delivery Guaranteed to an address in the United Kingdom, at 9.00 am on the second business day after posting; or
  - 57.1.3 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
  - 57.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
  - 57.1.5 if deemed receipt under the previous paragraphs of this article 57.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

- 57.2 To prove service, it is sufficient to prove that:
- 57.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
  - 57.2.2 if sent by post the envelope containing the notice was properly addressed, paid for and posted; or
  - 57.2.3 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.
- 57.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the CA 2006.
- 57.4 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 CA 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.
- 57.5 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.
- 57.6 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.
- 58 No right to inspect accounts and other records
- 58.1 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.
- 59 Provision for employees on cessation of business
- 59.1 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**

- 60 Indemnity
- 60.1 Subject to the provisions of, and so far as may be consistent with, the Companies Acts and any other provision of law, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company shall indemnify every relevant officer 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 and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory



investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant officer provided that, in the case of any director, any such indemnity shall not apply to any liability of that director:

- 60.1.1 to the company or to any of its associated companies;
- 60.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or
- 60.1.3 incurred:
  - (i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the company, or any of its associated companies, in which judgment is given against him; or
  - (ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

- 60.2 Subject to the provisions of, and so far as may be consistent with, the Companies Acts and any other provision of law, every director may be entitled to have funds provided to him by the company to meet expenditure incurred or to be incurred in connection with any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than:

- 60.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;
- 60.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- 60.2.3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

## 61 Insurance

- 61.1 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.
- 61.2 In this article a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant 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.