

Company Number: 02072604

FRIDAY



PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

ARTHAUS VISUAL COMMUNICATIONS LIMITED
("the Company")

Circulated on 06.02 2019 ("the Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("CA 2006"), the directors of the Company propose that the following resolutions are passed as an ordinary resolution and special resolutions (as the case may be) (together "the Resolutions")

Special Resolution

1. THAT the draft regulations attached to these Resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

Ordinary Resolution

2. THAT, subject to the passing of resolution 1 above, in accordance with section 551 of the CA 2006, the directors of the Company ("Directors") be generally and unconditionally authorised to allot B ordinary shares in the Company or grant rights to subscribe for or to convert any security into B ordinary shares in the Company ("Rights") up to an aggregate nominal amount of £1 provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years after the date of passing this resolution save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 551 of the CA 2006 but without prejudice to any allotment of shares or grant of Rights already made or offered or agreed to be made pursuant to such authorities.

Special Resolution

3. THAT, subject to the passing of resolutions 1 and 2 above and in accordance with section 570 of the CA 2006, the Directors be generally empowered to allot equity securities (as defined in section 560 of the CA 2006) pursuant to the

NOTES

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Joel Molloy at 22-24 Broad Street, Wokingham, Berkshire, RG40 1BA.
- **Post:** returning the signed copy by post to Joel Molloy at 22-24 Broad Street, Wokingham, Berkshire, RG40 1BA.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to joelmolloy@cliftoningram.co.uk.

2. If you do not agree to the Resolutions, you do not need to do anything, you will not be deemed to agree if you fail to reply.

3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

4. Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

5. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members.

6. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

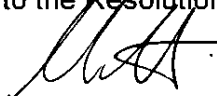
authority conferred by resolution 2, as if section 561(1) of the CA 2006 did not apply to any such allotment.

Agreement

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being the person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

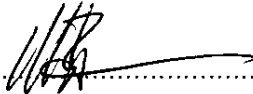
Signed by Mark Lockett



Date

06.02.2019.

Signed by Mark Bowerman



Date

06.02.2019

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

- OF -

ARTHAUS VISUAL COMMUNICATIONS LIMITED (02072604) ("the Company")

(Adopted by special resolution passed on

06/02/2019)

1 Preliminary

1.1 The Articles contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (for the purposes of these Articles called "Model Articles") shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) and the Articles hereinafter contained shall be the articles of association of the Company.

1.2 In these Articles the following words and expressions shall have the following meanings:-

"Act"	means the Companies Act 2006;
"Appointor"	has the meaning given to it in Article 5.1;
"Asset Sale"	means the disposal by the Company of all, or a substantial part of its business and assets;
"A Shares"	means the A ordinary shares of £1 each in the capital of the Company;
"A Shareholders"	the holders for the time being of A Shares;
"B Shares"	means the B ordinary shares of £1 each in the capital of the Company;
"B Shareholders"	the holders for the time being of B Shares;
"Board"	means the board of directors of the Company;
"Business Day"	means any day (other than a Saturday or a Sunday) on which clearing banks in the City of London are open for business;
"Conflict"	has the meaning given to it in Article 6.1;
"Controlling Interest"	means an interest in shares giving the holder or holders control of the Company within the meaning of section 840 of ICTA;
"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);

"ICTA"	means the Income and Corporation Taxes Act 1988;
"Ordinary Shares"	means the ordinary shares of £1 each in the capital of the Company;
"Ordinary Shareholder"	the holder for the time being of Ordinary Shares;
"Relevant Loss"	means any loss or liability which has been made or incurred by the relevant officer in connection with the 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;
"Relevant Officer"	means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)), 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;
"Restricted Shares"	the A Shares and the B Shares;
"Restricted Shareholder"	means the holder of a Restricted Share;
"Share Sale"	means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one tranche or in a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the members and the proportion of Shares held by each of them following completion of the sale are the same as the members and their shareholdings in the Company immediately before the sale;
"shares"	means shares (of any class) in the capital of the Company and the term "share" shall be construed accordingly;
"Transfer Notice"	has the meaning given to it in Article 8.2.

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.4 Headings of 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:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment 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 Articles 7, 8, 9(3), 11 (2), 11 (3), 13, 14(1) to (4), 16, 17, 26, 38, 49, 52, 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.10 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Article 10," after the word "But".
- 1.11 Articles 31 (a) to 31 (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

2 Decision making by Directors

- 2.1 The general rule about decision making by directors is that any decision of the directors must be either a majority decision at a meeting of the directors or a decision taken in accordance with Article 2.3.
- 2.2 The general rule in Article 2.1 shall not apply when the Company has only one director and no provision in the Articles requires it to have more than one director.
- 2.3 A unanimous decision of the directors is taken when all Eligible Directors indicate to each other that they share a common view on a matter. 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. A decision may not be taken in accordance with this Article 2.3 if the Eligible Directors would not have formed a quorum at such a meeting.

3 Proceedings of Directors

- 3.1 The quorum for the transaction of the business of the directors shall be two Eligible Directors which must include the Ordinary Shareholder save where:
- 3.1.1 the Company only has a sole director when the quorum shall be one;
 - 3.1.2 the Ordinary Shareholder is no longer in office;

- 3.1.3 the Ordinary Shareholder has, in respect of any particular meeting, otherwise agreed in writing ahead of such meeting; or
- 3.1.4 the Ordinary Shareholder is not, in respect of that meeting, an Eligible Director.
- 3.2 A director who is in any way, whether directly or indirectly, interested in any proposed transaction or arrangement with the Company, or any transaction or arrangement that has been entered into by the Company, shall declare the nature and extent of his interest to the other directors to the extent required by, and in accordance with, the Act.
- 3.3 To the extent permitted by the Act, and provided he has declared the nature and extent of his interest, a director may vote, at any meeting of the directors or at any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a transaction or arrangement in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- 3.4 If the number of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote. This Article 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).
- 3.5 Any director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all other persons present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times such director and such director to hear at all times all other directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is then present.

4 Appointment of Directors

- 4.1 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. 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. Whensoever the minimum number of directors shall be one, a sole director shall have authority to exercise all the powers and discretions, by these Articles, expressed to be vested in the directors generally.
- 4.2 No person shall be appointed a director at any general meeting unless either:-
- 4.2.1 he is recommended by the directors; or
- 4.2.2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by

that person of his willingness to be appointed.

- 4.3 Subject to Article 4.2 above, the Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 4.1 above as the maximum number of directors and for the time being in force.
- 4.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 4.1 above as the maximum number of directors and for the time being in force.
- 4.5 In any case where as the result of the death of a sole member of the Company the Company has no members and no directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to Article 4.3.

5 Alternate Directors

- 5.1 A director ("the Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors to:-
 - 5.1.1 exercise that director's powers; and
 - 5.1.2 carry out that director's responsibilitiesin relation to the making of decisions by the directors, in the absence of the Appointor.
- 5.2 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.
- 5.3 The notice must:-
 - 5.3.1 identify the proposed alternate; and
 - 5.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate, that the proposed alternate is willing to act as an alternate of the director giving the notice.
- 5.4 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.
- 5.5 Except as the Articles specify otherwise, alternate directors:-
 - 5.5.1 are deemed for all purposes to be directors;
 - 5.5.2 are liable for their own acts and omissions;
 - 5.5.3 are subject to the same restrictions as their Appointors; and

5.5.4 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 any meetings of committees of directors of which his Appointor is a member.

5.6 A person who is an alternate director but not a director:-

5.6.1 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);

5.6.2 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

5.6.3 shall not be counted as more than one director for the purposes of articles 5.6.1 and 5.6.2

5.7 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.

5.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be 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.

5.9 An alternate director's appointment as an alternate terminates:-

5.9.1 when the alternate's Appointor revoked the appointment by notice to the Company in writing specifying when it is to terminate;

5.9.2 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;

5.9.3 on the death of the alternate's Appointor; or

5.9.4 when the alternate's Appointor's appointment as a director terminates.

6 Directors' Conflicts of Interest

6.1 The directors may in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict").

6.2 Any authorisation under this Article will be effective only if:-

6.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other

matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

6.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

6.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

6.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):-

6.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

6.3.2 be subject to such term and for such duration, or impose such limits or conditions, as the directors may determine; and

6.3.3 be terminated or varied by the directors at any time;

and this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

6.4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:-

6.4.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

6.4.2 is not given any documents or other information relating to the Conflict; and

6.4.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

6.5 Where the directors authorise a Conflict:-

6.5.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

6.5.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

6.6 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 in accordance with the terms of these Articles 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.

7 Share Capital and Share Rights

7.1 The A Shares, the B Shares and the Ordinary Shares shall constitute separate classes of shares and shall have the following rights as set out in this Article 7.

7.2 As regards income.

Any profits of the Company which the Board may determine to distribute amongst the members shall be distributed by way of a dividend and shall be declared and paid in respect of the shares as the Board may determine. The dividend payable in respect of each class of shares may at the discretion of the Board be declared at different amounts and dividends may be declared and paid in respect of any one class of share without any obligation on the directors to declare and pay any dividend on any other class of shares.

7.3 As regards voting.

7.3.1 The Ordinary Shareholders shall be entitled as members of the Company to vote at general meetings of the Company. On a show of hands every Ordinary Shareholder shall have one vote and on a poll every Ordinary Shareholder shall have one vote for every Ordinary Share of which he is the holder.

7.3.2 The A Shares and the B Shares shall be non-voting shares and the A Shares and the B Shares shall not confer on the A Shareholders or the B Shareholders respectively any right to attend nor to vote at general meetings of the Company or by written resolution or otherwise.

7.4 As regards capital.

On a return of assets on a liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall (to the extent that the Company is lawfully able to do so) to be applied in the following order of priority:

7.4.1 first, in paying each A Shareholder and the B Shareholder the sum of £1;

7.4.2 second, in paying the Ordinary Shareholders.

7.5 The proceeds of a Share Sale shall be distributed in the order of priority set out in Article 7.4. The Board shall not register any transfer of shares if the proceeds of the sale are not distributed in that manner (save in respect of any shares not sold in connection with that Share Sale), provided that, if the proceeds of sale are not settled in their entirety on completion of the Share Sale:

7.5.1 the Board may register the transfer of the relevant shares, provided that the proceeds have been distributed in the order of priority set out in Article 7.4; and

7.5.2 the Ordinary Shareholder shall take any action required to ensure that the proceeds of sale are distributed in order of priority set out in Article 7.4.

- 7.6 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) in the order of priority set out in Article 7.4.

8 Transfer of Shares

- 8.1 The directors shall register any transfer permitted by or made pursuant to Articles 8.2 to 8.8 inclusive, but subject as aforesaid the directors may decline to register any transfer of any share provided that they provide the proposed transferee with a notice of refusal to register, together with the reasons for the refusal, as soon as practicable and in any event within two months after the date on which the transfer is lodged with the Company.
- 8.2 A Restricted Share shall not be transferred unless it first be offered to the Ordinary Shareholder at the price of £1. If a Restricted Shareholder wishes to transfer a Restricted Share they shall give notice thereof in writing to the Company ("Transfer Notice").
- 8.3 The Transfer Notice shall constitute the Company as the Restricted Shareholder's agent for the sale in accordance with the provisions of this Article 8 of the Restricted Share. A Transfer Notice may not be withdrawn except with the consent of the directors which shall not be withheld if the Restricted Shareholder pays all the costs reasonably incurred by the Company in connection with the Transfer Notice. On receipt of a Transfer Notice the directors shall offer the Restricted Share to the Ordinary Shareholder and the sale of the Restricted Share shall be completed within 7 days thereafter. If the Restricted Shareholder fails so to complete any such sale, the directors shall nominate some person to transfer the Restricted Share comprised in such sale to the Ordinary Shareholder and shall receive the purchase money and register the Ordinary Shareholder as the holder of the Restricted Share and issue to him a certificate therefore. The Restricted Shareholder shall deliver to the Company his certificate or certificates comprising or including such shares and shall thereupon be paid the purchase money.
- 8.4 For the purpose of this Article:-
- 8.4.1 any transfer of any interest in shares; or
- 8.4.2 any direction, whether by way of renunciation, nomination or otherwise, by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself;
- shall be deemed to constitute a transfer of the shares comprised in such direction or transfer and shall be deemed to constitute a Transfer Notice comprising such shares and the foregoing provisions of this Article shall apply accordingly.

9 Compulsory Transfers

- 9.1 In this Article 9 "the Relevant Event" means a Restricted Shareholder:
- 9.1.1. becoming bankrupt or making any arrangement or composition with his or her creditors generally; or
- 9.1.2 lacking capacity (under section 2 of the Mental Capacity Act 2005 (to

make decisions in relation to the Company or his or her shareholding in it or being admitted to hospital pursuant to the Mental Health Act 1983 or having a receiver or deputy appointed by the Court over his or her affairs; or

9.1.3 dying; or

9.1.4 ceasing to be an employee or a director of the Company.

9.2 On the happening of any Relevant Event the Restricted Shareholder's shall be deemed immediately to have given a Transfer Notice in respect of the Restricted Shares registered in his or her name and such Restricted Share shall be transferred in accordance with the pre-emption rights set out in Article 8.

10 Drag Along Option

- 10.1 If the Ordinary Shareholder (for the purposes of this Article 10 "the Seller") intends to sell all of his holding of Ordinary Shares (or any interest in such Shares) ("Sale Shares") to a proposed purchaser(s) ("the Proposed Purchaser") who has made a bona fide offer on arm's length terms for the entire issued ordinary share capital of the Company, the Seller shall have the right to give to the Company not less than 28 days' advance notice before selling the Ordinary Shares. That notice ("the Sale Notice") will include details of the Sale Shares and the proposed price for each Sale Share to be paid by the Proposed Purchaser details of the Proposed Purchaser and the place date and time of completion of the proposed purchase being a date not less than 28 days from the date of the Sale Notice ("Completion").
- 10.2 Immediately upon receipt of the Sale Notice the Company shall give notice in writing (a "Compulsory Sale Notice") to the Restricted Shareholders giving the details contained in the Sale Notice requiring them to sell to the Proposed Purchaser at Completion the Restricted Shares on the terms as those contained in the Sale Notice.
- 10.3 On receipt of a Sale Notice the Restricted Shareholders shall sell the Restricted Shares referred to in the Compulsory Sale Notice for the sum of £1 to the Proposed Purchaser on completion by the Seller and on the terms set out in the Sale Notice.
- 10.4 If a Restricted Shareholder fails to comply with the terms of a Compulsory Sale Notice given to him or her then the directors shall nominate some person to transfer his or her Restricted Shares to the Proposed Purchaser on Completion and such person shall receive the purchase money on behalf of such Restricted Shareholder. Each Restricted Shareholder shall deliver to the Company his or her share certificate for the Restricted Shares and upon such delivery he or she shall then be paid the purchase money.

11 General Meetings and Resolutions

- 11.1 Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Act as to the provision of information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

- 11.2 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 11.3 below two persons entitled to vote upon the business to be transacted, each being an Ordinary Shareholder or a proxy for an Ordinary Shareholder or a duly authorised representative of a corporation, shall be a quorum.
- 11.3 If and for so long as the Company has only one member or one Ordinary Shareholder, that member or that one Ordinary Shareholder present in person or by proxy or if that member is a corporation by a duly authorised representative shall be a quorum.
- 11.4 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore such adjourned general meeting shall be dissolved.
- 11.5 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, any director or by any member present in person or by proxy and entitled to vote. Article 44 of the Model Articles shall be modified accordingly.
- 11.6 On a show of hands every Ordinary Shareholder present in person (or, in the case of a corporation, by its authorised representative) or by proxy shall have one vote and on a poll every Ordinary Shareholder shall have one vote for each Ordinary Share of which he is the holder.

12 Sole Member

- 12.1 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 168 or 510 of the Act.
- 12.2 Any decision taken by a sole member pursuant to Article 12.1 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

13 Company Secretary

The directors may appoint any person who is willing to act as the company 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.

14 The Seal

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director.

15 Indemnity

15.1 Subject to Article 15.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:-

15.1.1 each Relevant Officer shall be indemnified out of the Company's assets against the 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, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

15.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 16.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

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

16 Insurance

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.