

Company number  
04054395

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
RECORD OF DECISION BY SOLE MEMBER  
OF  
**APOSTROPHE RESTAURANTS LIMITED**  
UNDER SECTION 357 OF THE COMPANIES ACT 2006

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the company proposed that the following resolutions be passed as a special resolution:

**Special resolution**

That the articles of association be amended so that

- (a) A new Article 21 reads as follows:

"The quorum for the transaction of the business of the directors shall be three Article 11 of the Model Articles is amended accordingly "

And,

- (b) A new article 22 be inserted

**"22. Power of directors to bind the Company**

No sole director alone shall have the power to bind the Company The signature of two directors shall be required to bind the Company "

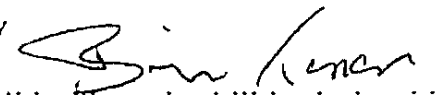
**AGREEMENT OF ELIGIBLE MEMBER**

The undersigned, being the sole eligible member on irrevocably agrees to the resolution set out above

31 May

2016 (the "circulation date"),

Signed by



for and on behalf of CH & Co Catering Limited

Date 31 May 2016

TUESDAY



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07/06/2016

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COMPANIES HOUSE

The sole eligible member must signify its agreement to the proposed resolution by e-mail, by replying to this e-mail and indicating its agreement to the proposed resolution OR by delivering a signed copy to the sender, either in hard copy or electronic format The sole eligible member must signify its agreement to the proposed

resolution within 28 days of the circulation date. However, if the sole eligible member does not agree with the proposed resolution, it does not need to reply. Once the sole eligible member has signified its agreement to the proposed resolution, its agreement may not be revoked. The proposed resolution will lapse if it is not passed within 28 days of the circulation date.

**THE COMPANIES ACT 2006**  
**A PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**  
**of**  
**APOSTROPHE RESTAURANTS LIMITED**  
**Incorporated 17 August 2000**  
**(Adopted by special resolution on 31 May 2016)**

**ALLEN & OVERY**

Allen & Overy (SSF) Limited

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Company No 04054395

**ARTICLES OF ASSOCIATION**  
**OF**  
**APOSTROPHE RESTAURANTS LIMITED**  
**(the Company)**

**Incorporated 17 August 2000**

**(Adopted by written resolution passed on 31 May 2016)**

**1. MODEL ARTICLES**

- 1 1 The Model Articles apply to the Company except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles and, subject to any such modifications, exclusions or modifications, will together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or on any statutory instrument or other subordinate legislation
- 1 2 Notwithstanding the generality of Article 1 1, Articles 7, 8, 14, 23, 38 and 48 of the Model Articles shall not apply to the Company

**2. INTERPRETATION**

- 2 1 In these Articles

**Act** means the Companies Act 2006,

**Alternate or Alternate Director** has the meaning given in Article 6,

**Appointor** has the meaning in Article 6,

**Articles** means these articles of association,

**Deferred Share** means a deferred share of £0 01 (1 pence) in the capital of the Company,

**Director** means a director of the Company, and includes any person occupying the position of director, by whatever name called,

**Eligible Director** means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter),

**Model Articles** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles,

**Ordinary A Share** means an ordinary A share of £0 01 (1 pence) in the capital of the Company,

**Ordinary B Share** means an ordinary B share of £0 01 (1 pence) in the capital of the Company,

**Preference Share** means a preference share of £0.01 (1 pence) in the capital of the Company,

**Priority Sum** means the sum or sums as agreed between the holders of the Ordinary A Shares and the holders of the Ordinary B Shares on the date or dates of allotment of further Preference Shares and, for the avoidance of doubt, shall be zero at the date of adoption of these Articles,

**Shareholder** means a person who is the holder of a Share,

**Shares** means the Deferred Shares, Ordinary A Shares, Ordinary B Shares and Preference Shares in the Company in issue from time to time

2 2 References in these Articles to a document includes, unless otherwise specified any document sent or supplied in electronic form

2 3 References in these Articles to **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

2 4 References in these Articles to Shares being **paid** means those Shares being paid or credited as paid

2 5 Unless the context otherwise requires

(a) words importing the singular include the plural and vice versa,

(b) words importing any gender include all other genders, and

(c) words importing natural persons include corporations

2 6 Unless the context otherwise requires, words or expressions contained in these Articles which are defined in the Model Articles have the same meaning as in the Model Articles, subject to which and unless the context otherwise requires, words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles

2 7 A reference to an article by number is to the relevant article of these Articles

2 8 Headings used in these Articles shall not affect their construction or interpretation

### **3. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

3 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 4

3 2 All acts done by a meeting of Directors, or a committee of Directors or by any Director shall, even if it is discovered afterwards that

(a) there was a defect in the appointment of any Director, or

(b) any Director had been disqualified from holding office, or

(c) any Director had vacated office or was not entitled to vote,

be valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote

#### 4. UNANIMOUS DECISIONS

- 4 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
- 4 2 Such a decision may take the form of a resolution in writing where each Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing
- 4 3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Director's meeting

#### 5. CALLING A DIRECTORS' MEETING

- 5 1 Article 9(1) of the Model Articles is amended by inserting the words "at least seven days" after the words "by giving"
- 5 2 Article 9(2)(b) of the Model Articles is amended by the insertion of the words "and the proposed business of the meeting" after the word "place"

#### 6. ALTERNATE DIRECTORS

- 6 1 Any Director (the **Appointor**) may appoint as an alternate any other Director, or another person approved by resolution of the Directors to
- (a) exercise that Director's powers, and
  - (b) carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor (the **Alternate or Alternate Director**)
- 6 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
- 6 3 The notice must
- (a) identify the proposed Alternate, and
  - (b) 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 the Alternate of the Director giving the notice
- 6 4 An Alternate Director may act as an 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
- 6 5 Alternate Directors
- (a) are deemed for all purposes to be Directors,
  - (b) are liable for their own acts and omissions,
  - (c) are subject to the same restrictions as their Appointors,
  - (d) are not deemed to be agents of or for their Appointors,

and in particular (but without limitation) each Alternate Director is entitled to receive notice of all meetings of Directors and all meetings of committees of Directors of which his Appointor is a member

6 6 A person who is an Alternate Director but not a Director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
- (b) may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision and does not participate)

No Alternate may be counted as more than one Director for such purposes

6 7 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor remuneration as the Appointor may direct by notice in writing made to the Company

6 8 An Alternate Director's appointment as an Alternate terminates

- (a) when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) 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,
- (c) on the death of the Alternate's Appointor, or
- (d) when the Alternate's Appointor's appointment as a Director terminates, except that an Alternate's appointment as an Alternate does not terminate when the Appointor retires by rotation at a general meeting and is then re-appointed as a Director at the same general meeting

6 9 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is

- (a) not participating in a Directors' meeting, and
- (b) would have been entitled to vote if they were participating in it,

but shall not count as more than one Director for the purposes of determining whether a quorum is present

## **7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Provided he has declared the nature and extent of his interest in accordance with the Act, a Director is entitled to vote on any resolution of the Directors or of a committee of Directors concerning any contract, transaction, arrangement or proposal to which the Company is or is to be a party and in which he or a person connected with him within the meaning of section 252 of the Act has an interest and shall be counted in the quorum for the meeting of Directors in relation to such contract, transaction, arrangement or proposal



## 8. SHARE CAPITAL

8 1 Article 21 of the Model Articles shall not apply to the Company

8 2 The share capital of the Company at the date of the adoption of these Articles is divided into 114,506,102 Ordinary A Shares, 24,506,102 Ordinary B Shares, 1 Deferred Share and 1 Preference Share

8 3 The Ordinary A Shares and Ordinary B Shares shall in all respects rank *pari passu*

8 4 The respective rights attached to the Preference Shares and the Deferred Shares as to income, voting and capital are as follows

(a) as regards income the Preference Shares and the Deferred Shares shall not entitle the holders thereof to share in any profits of the Company available for distribution and resolved to be distributed in respect of any financial year. Such of the profits of the Company available for distribution and resolved to be so distributed shall be applied only to the holders of the Ordinary A Shares and Ordinary B Shares,

(b) as regards voting

(i) the Preference Shares and the Deferred Shares shall not entitle the holders thereof to receive notice of or to attend or vote at any general meeting unless the business of the meeting includes the consideration of a resolution directly and adversely affecting any of the special rights attached to the Preference Shares or the Deferred Shares,

(ii) for the purposes of Article 8 4(b)(i) each of the following shall be deemed to constitute a direct and adverse variation of any of the special rights attached to the Preference Shares only

(A) a resolution for the change of the Articles (including the passing of any resolution to remove any limit imposed on the Company to issue shares by virtue of the provisions of Section 28 of the Act),

(B) a resolution designating or re-designating any shares,

(C) a resolution for the Company to enter into voluntary liquidation,

(D) a resolution to issue redeemable shares in the Company,

(E) a resolution to effect any alteration in the share capital of the Company (including any alteration referred to in sections 617, 616 and 641 of the Act),

(F) a resolution for the purchase by the Company of its own shares,

(G) a resolution approving any capitalisation of profits, and

(H) a resolution approving any provision for directors on the cessation or transfer of the whole or part of the undertaking of the Company or its subsidiaries in accordance with section 247 of the Act,

(iii) in respect of any matter on which the holders of the Preference Shares or the Deferred Shares (in their respective capacities as such) shall be entitled to vote every

Preference Shareholder and every Deferred Shareholder who is present in person or, if a corporation, by its duly appointed representative shall on a show of hands have one vote and on a poll every Preference Shareholder and every Deferred Shareholder who is present in person or by proxy or, if a corporation, by representative or proxy shall have one vote for each Preference Share or Deferred Share (as the case may be) of which he is the holder,

- (iv) subject as aforesaid, on a vote taken at any class meeting of the holders of Preference Shares or the Deferred Shares every such holder who is present in person or, if a corporation, by its duly appointed representative shall on a show of hands have one vote and on a poll every such holder who is present in person or by proxy or, if a corporation, by representative or proxy shall have one vote for each Preference Share of which it is the holder,

(c) as regards capital

- (i) on a return of capital on liquidation, sale or otherwise the assets of the Company available for distribution among the members shall be applied first in paying to the holders of the Preference Shares as a class the amount of the Priority Sum, such sum to be distributed amongst the holders of the Preference Shares pro rata (as nearly as may be) to their respective holdings of Preference Shares secondly in payment of the sum of £0 01 pence per Deferred Share to the Deferred Shareholders and thirdly in payment of any balance to the holders of the Ordinary A Shares and Ordinary B Shares pro rata (as nearly as may be) to their respective holdings of Ordinary A Shares and Ordinary B Shares,
- (ii) following the payment of the Priority Sum to the holders of the Preference Shares, the holders of the Preference Shares shall not be entitled to any participation in the profits or the assets of the Company,
- (iii) following the payment in Article 8 4(c)(1) to the Deferred Shareholders the holders of the Deferred Shares shall not have any rights to participation in the profits or assets of the Company

8 5 Subject to the provisions of section 334 of the Act whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up, with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class but not otherwise To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutates mutandis*, apply, except that the necessary quorum shall be two persons at least (or, if less, all the holders of shares of the class concerned) holding or representing by proxy not less than one-third in nominal amount of the issued shares of the class but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum), and that the holders of shares of the class present in person or by proxy shall, on a poll taken at a separate class meeting, have one vote in respect of every share of the class held by them respectively

8 6 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a separate meeting of the holders of a class of shares shall be as effectual as if it had been passed at such a meeting duly convened and held and may consist of several instruments in like form each executed by or on behalf of one or more members

- 8 7 Save with the prior consent in writing of the holders of all the issued shares in the capital of the Company for the time being
- (a) no shares may be designated or re-designated,
  - (b) no shares may be allotted or issued to any person,
  - (c) no shares may be allotted on terms that the right to take up the shares, allotted may be renounced in favour of another, and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person, and
  - (d) the Company may not exercise any of the powers conferred by Sections 617 and 618 of the Act
- 8 8 Any new shares which it is proposed to allot shall first be offered to the existing members of the Company in accordance with the provisions of this Article 8 8 The offer shall be on terms that each such member can apply for any number of the new shares up to the total number of new shares to be allotted and on the terms that the new shares shall be allocated (in the case of competition) first to all the applicants (if any) who are members holding shares of the same class as the shares to be allotted and in the case of competition between them, in proportion (as nearly as possible without involving fractions) according to the number of shares of that class of which they are registered or entitled to be registered as holders and secondly insofar as any of the new shares remain to be allocated to all the other applicants and, in the case of competition between them, in proportion (as nearly as possible without involving fractions) according to the number of shares in the Company of which they are registered or entitled to be registered as holders Provided that no applicant shall be obliged to take more than the maximum number of shares applied for by him The offer shall be made by notice in writing specifying the number of and subscription price for the shares offered and limiting a period (not less than 14 days) within which the offer, if not accepted, shall be deemed to have been declined Any shares which are not so accepted by the existing members under this Article 8 8 shall be under the control of the Board which may allot, grant options over or otherwise dispose of the same to such persons (whether or not members of the Company), for such consideration (not being less than such offer price), on such terms, in such manner and at such times as it considers appropriate but so that such shares shall not be disposed of on terms which are more favourable to such persons than the terms on which they were originally offered to members
- 8 9 If any share is at any time allotted to a holder holding shares of a different class, such shares shall as on and from the time of registration of the allotment of the share in the register of members of the Company be immediately re-designated as a share of the same class (being Ordinary A shares or Ordinary B shares only) as those already held by that holder prior to such allotment
- 8 10 Sections 561 and 562 of the Act are hereby excluded from applying to the Company
- 8 11 Save as permitted by law, nothing in this Article 8 shall authorise the allotment or issue of shares in the Company at a discount
- 8 12 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be determined by special resolution of the Company and Article 22 of the Model Articles shall not apply to the Company

## **9. AUTHORISATION OF CONFLICTS OF INTEREST**

9 1 Subject always to the provisions of the Act, the board of Directors may from time to time authorise any matter which would, if not so authorised, result in a Director infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company

9 2 Subject to his declaring the nature and extent of the interest in accordance with the Act (save in the case of an interest falling within paragraph (a) below which shall not require to be so declared), a Director is permitted to have an interest of the following kind

- (a) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (b) any interest arising as a result or consequence of the Director (or person connected with him) being a Director or other officer of or employed by or otherwise interested (including by the holding of shares) in any Relevant Company,
- (c) any interest arising as a result or consequence of the Director (or person connected with him) being a party to, or otherwise interested in any contract, transaction or arrangement with a Relevant Company or in which the Company is otherwise interested, and
- (d) any other interest authorised by ordinary resolution,

and no authorisation pursuant to Article 9 1 shall be required in relation to such interest

9 3 For the purposes of this Article 9

- (a) a **Relevant Company** shall mean
  - (i) the Company,
  - (ii) any subsidiary or subsidiary undertaking of the Company,
  - (iii) any holding company of the Company or any subsidiary or subsidiary undertaking of any such holding company,
  - (iv) any body corporate promoted by the Company, or
  - (v) any body corporate in which the Company is otherwise interested,
- (b) a person is connected with a Director if he is connected to him in terms of section 252 of the Act

9 4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or any person connected with him) derives from any contract, transaction or arrangement or from any office, employment or position which has been approved by the board of Directors pursuant to this Article 9

## **10. RECORDS OF DECISIONS TO BE KEPT**

Article 15 of the Model Articles is amended by the addition of the following sentence

"Where decisions of the Directors are taken by electronic means, such decisions must be recorded by the Directors in permanent form so that they may be read by the naked eye "

## **11. METHODS OF APPOINTING DIRECTORS**

Article 17(2) of the Model Articles is replaced by the following

"17(2) If as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee of the last Shareholder to have died or had a bankruptcy order made against him has the right by notice in writing to appoint any natural person who is willing to act and is permitted to do so, to be a Director "

## **12. TERMINATION OF DIRECTOR'S APPOINTMENT**

Article 18 of the Model Articles is amended by the addition of the following

"(g) he has, for more than six consecutive months been absent without the permission of the other Directors from meetings of Directors held during that period and the other Directors resolve that he has ceased to be a Director "

## **13. SECRETARY**

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

## **14. TRANSFER OF SHARES**

14.1 Notwithstanding any other provision of these Articles, the directors shall not decline to register or delay in registering any transfer of any share where such transfer is

- (a) to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a **Secured Institution**), or
- (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise

## **15. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

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

## **16. QUORUM FOR GENERAL MEETINGS**

- 16 1 The quorum at any general meeting of the Company shall be two persons present in person or by proxy save in the case of a company with a single member in which case, one member present in person or by proxy or by duly authorised representative shall be a quorum
- 16 2 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

## **17. VOTING: MENTAL DISORDER**

If a court has appointed a person to manage the affairs of a member as a result of a mental disorder of such member, the person appointed by that court may, provided he has not less than 48 hours before the time appointed for the relevant meeting, deposited at the registered office of the Company evidence to the satisfaction of the Directors that he has authority to exercise the right to vote, attend any general meeting of the Company and vote at such meeting whether on a show of hands or on a poll

## **18. POLL VOTES**

- 18 1 Article 44(3) of the Model Articles is amended by the insertion of the words "and such a demand will not invalidate the result of a show of hands declared before the demand was made" as a new line at the end of that article
- 18 2 Polls must be taken immediately and in such manner as the chairman of the meeting directs. The result of the poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded
- 18 3 A demand for a poll does not prevent a general meeting from continuing except as regards the question on which the poll was demanded
- 18 4 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken

## **19. NOTICES AND COMMUNICATION**

- 19 1 The Company may send, supply or give any document, information or notice to a Shareholder by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant Shareholder (provided that Shareholder has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1146 and Schedule 5 of the Act
- 19 2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 19 3 Any document information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act

19 4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) 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 (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day

19 5 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the Company, shall be conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the Company, shall be conclusive evidence that the document, notice or information was sent, supplied or given by e-mail

19 6 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 delivered to an address permitted for the purpose by the Act

19 7 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

19 8 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

## 20. PARENT COMPANY

20 1 Whenever a company wherever incorporated (hereinafter called the **Parent Company**) is the holder of not less than 90 per cent of the Shares of the Company the following provisions will apply and to the extent of any inconsistency will have overriding effect as against all other provisions of these Articles

- (a) the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed, but so that in the case of a managing director his removal from office will be deemed an act of the Company and will have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office,
  - (b) no securities or Shares may be issued or agreed to be issued or put under option without the consent of the Parent Company, and
  - (c) any or all powers of the directors will be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe
- 20 2 Any such appointment, removal, consent or notice must be in writing served on the Company and signed on behalf of the Parent Company by any two of its directors or by any one of its directors and its secretary or some other person duly authorised for the purpose
- 20 3 No person dealing with the Company will be concerned to see or enquire as to whether the powers of the directors have been in any way restricted under this Article or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party will be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors

## **21. QUORUM FOR BOARD MEETINGS**

The quorum for the transaction of the business of the directors shall be three Article 11 of the Model Articles is amended accordingly

## **22. POWER OF DIRECTORS TO BIND THE COMPANY**

No sole director alone shall have the power to bind the Company The signature of two directors shall be required to bind the Company