

Company number: 05558328

The Companies Act 2006

Company limited by shares

**BADBY PARK LIMITED**

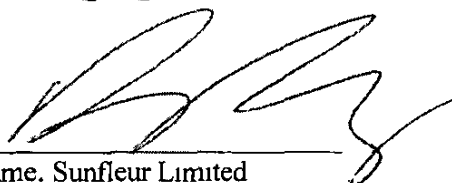
**Resolutions in writing of the eligible members of the company  
passed in accordance with section 288 of the Companies Act 2006**

We, the undersigned, being the required majority of eligible members of the company **resolve** as follows:

**Special resolutions**

- (1) **That**, all of the A Shares, B Shares, C Shares and D Shares of £0.50 each in the capital of the Company be converted into and redesignated as one class of ordinary shares of £0 50 each having the rights and being subject to the restrictions set out in the new articles of association of the Company to be adopted pursuant to resolution 2 below.
- (2) **That**, subject to the passing of resolution 1, the draft regulations attached be and are adopted by the company in substitution for its existing articles of association.

Dated: 29 June 2012

  
Name. Sunfleur Limited

WE CERTIFY the within to be a true copy of the original	
Nabarro LLP	
Dated	04 July 2012
File	NABARRO LLP
Ref	84 Theobald's Road
12282/10	London WC1X 8RW

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COMPANIES HOUSE

**Company Number: 05558328**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

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# **ARTICLES OF ASSOCIATION**

**BADBY PARK LIMITED**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION OF**  
**Badby Park Limited**

**1. PRELIMINARY**

- 1 1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles")
- 1 2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 1 3 Model Articles 9(2), 14, 18(d) and (e), 19(5), 21, 24, 26(5), 28(3) and 44(4) do not apply to the Company
- 1 4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles
- 1 5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa

**2. DEFINED TERMS**

- 2 1 Model Article 1 shall be varied by the inclusion of the following definitions -

"appointor" has the meaning given in Article 10 1,

"call" has the meaning given in Article 13 1,

"call notice" has the meaning given in Article 13 1,

"call payment date" has the meaning given in Article 13.4,

"forfeiture notice" has the meaning given in Article 13 4,

"group shareholder" means Sunflower Holding S a r l (société à responsabilité limitée with registered number B165905) or any other entity which acquires the entire share capital of the Company

"relevant rate" has the meaning given in Article 13 4,

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 6 1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

"Secured Institution" means any bank or financial institution to which a security interest has been granted over the shares in the Company, and

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered

### **3. PROCEEDINGS OF DIRECTORS**

- 3.1 Subject to Article 3.2, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes
- 3.2 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes
- 3.3 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office -
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
  - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested, and
  - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest
- 3.4 The group shareholder has the right to nominate an observer who shall be invited to, and be given the opportunity to attend all directors meetings, but will not be entitled to vote. The directors are required to ensure that any observer notified to them in writing by the group shareholder will be given the same advance notice, board papers and minutes of directors meetings as the directors themselves receive

### **4. DECISION MAKING BY DIRECTORS**

- 4.1 Model Article 7(1) shall be amended by the deletion of the words "either" and "or a decision taken in accordance with article 8". Accordingly, Model Article 7(1) shall be read to the effect that all decisions of the directors shall be taken by simple majority only
- 4.2 Whilst they are directors, Timothy Street, and Daniel Kay shall each have three votes on each matter requiring a directors' vote and Tony Heywood shall have one vote on each matter requiring a directors' vote. There shall be no Chairman's casting vote

### **5. MATTERS RESERVED FOR GROUP SHAREHOLDER**

The following are matters which are reserved for the decision of the group shareholder -

- 5.1 Business Plan/Budget/Auditors etc
- (a) Approval of the Company and the Group Companies' Business Plan/Budget
  - (b) Any material amendment to any approved Business Plan/Budget (and any financial model which supports it) or the adoption any new Plan/Budget or the taking of any action materially inconsistent with any approved Business Plan/Budget
  - (c) Any substantial change to the nature of any Group Company business or the jurisdiction where it is managed or controlled
  - (d) Any change to

- (i) The auditors of the Company or any Group Company
- (ii) The bankers of the Company and or any Group Company or the terms of the mandate given to such bankers in relation to the account(s) of the Company and any Group Company,
- (iii) The accounting reference date of the Company and the Group Companies,

## 5 2 Corporate Governance

- (a) Any change to the memorandum and/or the articles or association of the Company
- (b) Any change to the memorandum and/or articles of association of the Group Companies
- (c) Any arrangement for the acquisition of the whole or substantially the whole of the assets and undertaking of the Company and/or Group Companies or an acquisition by the Company and/or Group Companies of any part of the issued share capital or of the assets and undertaking of another body corporate
- (d) Change of the name of the Company and/or Group Companies
- (e) Any consent to any transactions and legal actions to be concluded between the Company and its Related Parties and/or its directors
- (f) Appointment or removal of a director
- (g) The creation, allotment, issue, buy-in, repayment, redemption, reduction, subdivision, consolidation, capitalisation, re-designation, increase or otherwise variation of the share or loan capital or grant or agree to grant any options or warrants for the issue of any share or loan capital or issue securities convertible into shares of the Company and/or the Group Companies
- (h) Any consent to subscribe or otherwise acquire, or dispose of any shares in the capital of the Company, Group Companies or any other body corporate
- (i) Vary rights attaching to any shares of the Company and/or the Group Companies
- (j) Grant options over the shares of the Company and/or the Group Companies
- (k) The Declaration, proposal or payment of any dividend or proposal to make any other distribution by the Company and/or Group Companies (as defined under sections 209, 418, and 419 of the Income and Corporation Taxes Act 1988)
- (l) The merger, acquisition or winding up of the Company and/or the Group Companies
- (m) Any cessation of or any proposal to cease to carry on the business of the Company and/or the Group Companies

## 5 3 Major Transactions/Expenditure

- (a) The acquisition or construction or lease, by the Company and/or the Group Companies, of items of tangible or intangible property involving an estimated expenditure of £10,000 or more in each individual case, other than expenditure which is specifically provided for in accordance with an approved Business Plan/Budget.
- (b) Entry into, by the Company and/or the Group Companies, of the occupation, purchase, sale, transfer, lease, or licence of any freehold or leasehold property,

- (c) Entry into, by the Company and/or the Group Companies, any partnership, joint venture, or consortium agreement
- (d) Any consent to any transactions and legal actions which are not provided for, or on terms which do not conform to the terms specifically provided for, in the Company and/or the Group Companies' approved Business Plan/Budget the value of which exceeds £10,000 including, but not limited to
  - (i) entering into or amending contracts or agreements,
  - (ii) making unilateral declarations,
  - (iii) contracting liabilities,
  - (iv) making disposals, or
  - (v) incurring or committing to incur expenditure

For the purposes of this section, a series of legal actions or transactions concluded with the same party or its Related Parties, concluded within a period of six months where the value of such transactions in aggregate is £50,000 or more, shall be deemed to be one transaction or legal action

- (e) The entry into, by the Company and/or the Group Companies, of any contract or arrangement of a long term nature or which is outside the ordinary course of business of that company (other than in accordance with an approved Business Plan or Budget)
- (f) Any acquisition or disposal by the Company and/or the Group Companies of any asset of a value of greater than £10,000 save where such acquisition or disposal is in accordance with an approved Business Plan or Budget
- (g) The creation or grant of any encumbrance over the whole or part of the business of the Company and/or the Group Companies
- (h) The variation or cancellation of the insurance policies of the Company and/or the Group Companies, save for increases in the cover provided by such policies
- (i) The entry into, by the Company and/or the Group Companies, or give any guarantee of or indemnity or contract of suretyship for or otherwise commit any company in respect of payment of money or the performance of any contract, engagement or obligation by any other person or body

#### 5.4 Financial Controls

- (a) Amendment or variation of the Financial Authorisations Rules
- (b) Save where in accordance with an approved Business Plan or Budget, borrowing money or accepting credit (other than normal trade credit or as permitted by the Company or the Group Companies' existing bank facilities or as currently carried out or in the ordinary course of business or in respect of finance leases which do not aggregate to an amount of more than £10,000 outstanding at any time)
- (c) The creation of any mortgage or charge or permit the creation of or suffer to subsist any mortgage or fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance (other than by way of supplier's retention of title clauses or as included in the terms of any finance lease) over the whole or any part of the undertaking, property or assets of any Company
- (d) Save where in accordance with an approved Business Plan or Budget, the making of any loan or advance or give any credit (other than in the ordinary course of business)

to any person or the acquisition any loan capital of any body corporate (wherever incorporated)

- (e) The repayment any inter-company indebtedness or bank indebtedness (in relation to bank indebtedness, other than to the extent of the positive cash resources of the Company and/or the Group Companies and is in line with amortisation schedule i.e any non-scheduled repayment requires consent)

#### 5 5 Arrangements with Directors and Employees

- (a) The appointment, remuneration, compensation, transfer and dismissal of any employee of the Company earning in excess of fifty thousand pounds (£50,000) a year or varying the terms of employment of any employee
- (b) The establishment, amendment, variation or termination of any employee bonus or incentive scheme which includes, but is not limited to, the issue of any shares or loan capital in the Company or Group Companies or any bonus, profit sharing, share option or other incentive scheme
- (c) The making of any payment under, or notifying the participants of any vested entitlements in their favour under any bonus or incentive scheme operated by the Company and/or the Group Companies
- (d) Implementation, by the Company, of any new pension scheme to which it is required to make contributions which in any way improve any benefits under such scheme

#### 5 6 Definitions

- (a) "Group Companies" means Badby Park Limited, Sunfleur Limited and any other (direct or indirect) subsidiaries of the group shareholder from time to time
- (b) "Related Party" means
  - (i) A person or a close member of that person's family is related to an entity if that person

has control or joint control over the entity,

has significant influence over the entity, or

is a member of the key management personnel of the entity or of a parent of the entity

- (i) An entity is related to another entity if any of the following conditions apply
  - (A) The entities are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others)
  - (B) One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member)
  - (C) Both entities are joint ventures of the same third party
  - (D) One entity is a joint venture of a third entity and the other entity is an associate of the third entity
  - (E) The entity is a post-employment benefit plan for the benefit of employees of either the other entity or an entity related to the other entity. If the other entity is itself such a plan, the sponsoring employers are also related to the other entity

(F) The entity is controlled or jointly controlled by a person identified in paragraph 5 6(b)(i) above

(G) A person identified in paragraph 5 6(b)(i) above has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity)

## **6. UNANIMOUS DECISIONS**

6 1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place Model Article 8(2) shall be read accordingly

## **7. REPORTING TO THE GROUP SHAREHOLDER**

7 1 The Directors are required to provide the group shareholder with a monthly written report concerning all significant events which have occurred in relation to the operations of the Company during the preceding month The report will include, without limitation, a report on revenues, costs, expenditure incurred against budget/business plan and the financial results of the Company

## **8. FURTHER RULES AND REGULATIONS**

8 1 Without prejudice to the to the Directors' discretion, to make further rules and regulations as set out in Model Article 16, the Directors will at all times comply with the governance rules and regulations from time to time stipulated by group shareholder

## **9. SECRETARY**

9 1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them

## **10. ALTERNATE DIRECTORS**

10 1 (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to -

(i) exercise that director's powers, and

(ii) carry out that director's responsibilities,

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

(b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors The notice must -

(i) identify the proposed alternate, and

(ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor

10 2 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor

(b) Except as these Articles specify otherwise, alternate directors -



- (i) are deemed for all purposes to be directors,
  - (ii) are liable for their own acts or omissions,
  - (iii) are subject to the same restrictions as their appointors, and
  - (iv) are not deemed to be agents of or for their appointors
- (c) A person who is an alternate director but not a director-
- (v) 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
  - (vi) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution)

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

- (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company
- (e) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors"

10 3 An alternate director's appointment as an alternate terminates -

- (a) when his 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 office as director,
- (c) on the death of his appointor, or
- (d) when his appointor's appointment as a director terminates

## 11. ISSUE OF SHARES

- 11 1
- (a) Shares may be issued as nil, partly or fully paid
  - (b) Unless the members of the Company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article
  - (c) Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively
  - (d) The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined
  - (e) After the expiration of the period referred to in (d) above, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them, and such further offer

shall be made in the like terms in the same manner and limited by a like period as the original offer

- (f) Any shares not accepted pursuant to the offer referred to in (d) and the further offer referred to in (e) or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit
- (g) In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded

## **12. LIEN**

- 12 1 The Company shall have a first and paramount lien on every share (not being a fully paid share or a share which has been charged or is otherwise subject to security in favour of any third party) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. For the purposes of this article and article 13 below, a certificate signed on behalf of the beneficiary of the security confirming that the relevant shares are subject to security and/or that the transfer relates to the enforcement of that security shall be conclusive evidence of those facts. The directors may at any time declare any share to be wholly or in part exempt from any lien created by this article. The Company's lien shall extend to any amount payable in respect of it

## **13. CALLS ON SHARES AND FORFEITURE**

- 13 1 (a) Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice
- (b) A call notice -
- (i) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium),
  - (ii) must state when and how any call to which it relates is to be paid, and
  - (iii) may permit or require the call to be paid by instalments
- (c) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the call notice was sent
- (d) Before the Company has received any call due under a call notice the directors may -
- (i) revoke it wholly or in part, or
  - (ii) specify a later time for payment than is specified in the call notice,
- by a further notice in writing to the member in respect of whose shares the call was made
- 13 2 (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares
- 13 3
  - (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium) -
    - (i) on allotment,
    - (ii) on the occurrence of a particular event, or
    - (iii) on a date fixed by or in accordance with the terms of issue
  - (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture
- 13 4
  - (a) If a person is liable to pay a call and fails to do so by the call payment date -
    - (i) the directors may send a notice of forfeiture (a "forfeiture notice") to that person, and
    - (i) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
  - (b) For the purposes of this Article -
    - (i) the "call payment date" is the date on which the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date, and
    - (ii) the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum
  - (c) The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
  - (d) The directors may waive any obligation to pay interest on a call wholly or in part
- 13 5
  - A forfeiture notice -
    - (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
    - (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
    - (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice,
    - (d) must state how the payment is to be made, and
    - (e) must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

- 13 6 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, the directors may decide that any share in respect of which it was given is forfeited and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 13 7 (a) Subject to the following provisions of this Article 13 7, the forfeiture of a share extinguishes -
- (i) all interests in that share, and all claims and demands against the Company in respect of it, and
  - (ii) all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company
- (b) Any share which is forfeited -
- (i) is deemed to have been forfeited when the directors decide that it is forfeited,
  - (ii) is deemed to be the property of the Company, and
  - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit
- (c) If a person's shares have been forfeited -
- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
  - (ii) that person ceases to be a member in respect of those shares,
  - (iii) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
  - (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
  - (v) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- (d) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit
- 13 8 (a) If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- (b) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date -
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share
- (b) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

- (c) If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which -

- (i) was, or would have become, payable, and
- (ii) had not, when that share was forfeited, been paid by that person in respect of that share,

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

- 13 9 (a) A member may surrender any share -
  - (i) in respect of which the directors may issue a forfeiture notice,
  - (ii) which the directors may forfeit, or
  - (iii) which has been forfeited
- (b) The directors may accept the surrender of any such share
- (c) The effect of surrender on a share is the same as the effect of forfeiture on that share
- (d) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

#### 14. SHARE CERTIFICATES

- 14 1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds
- (b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge
- (c) No certificate may be issued in respect of shares of more than one class
- (d) A member may request the Company, in writing, to replace -
  - (i) the member's separate certificates with a consolidated certificate, or
  - (ii) the member's consolidated certificate with two or more separate certificates
- (e) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so
- 14 2 (a) Every certificate must specify -
  - (i) in respect of how many shares, of what class, it is issued,
  - (ii) the nominal value of those shares,
  - (iii) the amount paid up on those shares, and
  - (iv) any distinguishing numbers assigned to them
- (b) Certificates must -
  - (i) have affixed to them the Company's common seal, or

- (ii) be otherwise executed in accordance with the Companies Acts.

## **15. CONSOLIDATION OF SHARES**

- 15 1 (a) This Article applies in circumstances where -
- (i) there has been a consolidation of shares, and
  - (ii) as a result, members are entitled to fractions of shares
- (b) The directors may -
- (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable, and
  - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- (d) A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

## **16. DIVIDENDS**

- 16 1 (a) Except as otherwise provided by these Articles or the rights attached to the shares, all dividends must be -
- (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
  - (ii) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
- (c) For the purpose of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

## **17. CAPITALISATION OF PROFITS**

- 17 1 In Model Article 36(4) after "A capitalised sum which was appropriated from profits available for distribution may be applied" insert the following
- (a) in or towards paying up any amounts unpaid on any existing nil or partly paid shares held by the persons entitled, or
  - (b) and Model Article 36(4) is modified accordingly
- 17 2 Model Article 36(5)(a) is modified by the deletion of the words "paragraphs (3) and (4)" and their replacement with "Model Article 36(3) and Article 13 1"

**18. WRITTEN RESOLUTIONS OF MEMBERS**

- 18 1 (a) Subject to Article 18 1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting -
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office, and
- (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office
- 18 2 (a) Subject to Article 18 2(b), on a written resolution, a member has one vote in respect of each share held by him
- (b) No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid

**19. NOTICE OF GENERAL MEETINGS**

- 19 1 (a) Every notice convening a general meeting of the Company must comply with the provisions of -
- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting, and
- (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company

**20. QUORUM AT GENERAL MEETINGS**

- 20 1 (a) If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum
- (b) If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum
- (c) Model Article 41(1) is modified by the addition of a second sentence as follows -
- "If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved "

**21. VOTING AT GENERAL MEETINGS**

- 21 1 (a) Subject to Article 21 2 below, on a vote on a resolution at a general meeting on a show of hands -
- (i) each member who, being an individual, is present in person has one vote,

- (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote, and
    - (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote
  - (b) Subject to Article 21 2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him
- 21 2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid
- 21 3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the " " after the word "resolution" in Model Article 44(2)(d) and its replacement with ", or" and the insertion of a new Model Article 44(2)(e) in the following terms -
- "by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right"
- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member
- 21 4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs

## **22. DELIVERY OF PROXY NOTICES**

- 22 1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote, and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid

## **23. COMMUNICATIONS**

- 23 1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website
- 23 2 (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company
- (b) If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders
- 23 3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed,



prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting

- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website
- (d) For the purposes of this Article 20 3, no account shall be taken of any part of a day that is not a working day

#### **24. COMPANY SEALS**

- 24 1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors
- 24 2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by -
  - (a) one authorised person in the presence of a witness who attests the signature, or
  - (b) two authorised persons"

#### **25. TRANSMISSION OF SHARES**

- 25 1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms -

"Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member "
- 25 2 All the Articles relating to the transfer of shares apply to -
  - (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1), and
  - (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

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

#### **26. SHARE TRANSFERS**

- 26 1 Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor"
- 26 2 Subject to Article 26 3, the directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent

26 3     The directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer

- (a)    is to a Secured Institution, or
- (b)    is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c)    is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, or
- (d)    is to a purchaser of any shares from any receiver, administrative receiver or administrator appointed by a Secured Institution