

Company Number: 06775293

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**of**

**ALPHA ANODISING UK LIMITED**  
**("the Company")**

Circulated on 7 FEBRUARY 2014 ("the Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution are passed as ordinary resolution and special resolution ("the Resolution")

**Ordinary Resolution**

- 1 That the rights attaching to the ordinary shares of £1 each in the capital of the Company be altered to permit the holders of such shares to receive a dividend in accordance with the terms set out in the Articles of Association of the Company to be adopted in Resolution 2 below

**Special Resolution**

- 2 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


**Agreement**

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

The undersigned, being the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

Signed by Richard Hill

Date

  
07/02/14

Signed by Ed Balding

Date



A13

14/02/2014

#26

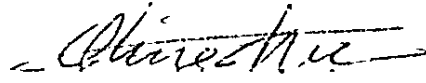
COMPANIES HOUSE

Signed by Frank Taylor

Date

Signed by Oliver Hill

Date

  
07/02/14

Signed by Chloe Hill


Date

Signed by Hannah Hill

Date

Signed by Leslie Sharp

Date

  
07/02/14

Signed by Lewis Taylor

Date

Signed by Susan Taylor

Date

## NOTES

1 If you agree to the Resolution, 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 Mr Barry Niven, Clifton Ingram LLP, County House, 17 Friar Street, Reading, RG1 1DB
- **Post** returning the signed copy by post to Mr Barry Niven, Clifton Ingram LLP, County House, 17 Friar Street, Reading, RG1 1DB
- **Fax** faxing the signed copy to 0118 9597302 marked "For the attention of Barry Niven"
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to [barryniven@cliftoningram.co.uk](mailto:barryniven@cliftoningram.co.uk)

You may not return the Resolution to the Company by any other method

2 If you do not agree to the Resolution, 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 Resolution, you may not revoke your agreement

4 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, 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

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

**- OF -**

**ALPHA ANODISING UK LIMITED**

(Adopted by Special Resolution on 7<sup>th</sup> FEBRUARY 2014)

**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 Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations 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 4 1,
"A Shares"	means the A Ordinary Shares of £1 each in the capital of the Company,
"Board"	the board of directors of the Company or (where the context permits) a duly authorised committee thereof,
"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 5 1,
"Excess Shares"	has the meaning set out in Article 6 6 2,
"Fair Price"	has the meaning set out in Article 8 2,
"Ordinary Shares"	means the ordinary shares of £1 each in the capital of the Company,
"Retiring Member"	has the meaning set out in Article 8 2,
"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,

**"RH"** means Richard Hill,

**"RH Director"** a director appointed or deemed to be appointed as such by RH in accordance with the provisions of these Articles,

**"Shareholder"** means a holder for the time being of shares,

**"shares"** shares (of any class) in the capital of the Company and share shall be construed accordingly,

**"Transfer Notice"** has the meaning set out 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, the words "either" and "or as the directors may otherwise decide"

## **2 Directors**

- 2 1 The number of directors need not exceed one and there shall be no maximum of directors. If and so long as there shall be a sole director he shall be entitled to exercise all the powers, authorities and discretions expressed by these Articles to be vested in the directors generally. A sole director shall (subject to Articles 3 2) form a quorum at meetings of directors and Article 11 of the Model Articles shall be modified accordingly.
- 2 2 RH may from time to time appoint any person or persons to be directors of the Company (designating whether or not any person so appointed is to be treated as an RH Director for the purposes of these Articles) and may remove from office any director so appointed.
- 2 3 Any appointment of a director pursuant to Article 2 2 shall be in writing served on the Company and signed by RH. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the registered office of the Company, or is produced at a meeting of the directors.
- 2 4 Subject to Article 2 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.

## **3 Proceedings of Directors**

- 3 1 Subject to the provisions of these Articles the Board may regulate its proceedings as it thinks fit.
- 3 2 Subject to Article 3 3, the quorum for the transaction of business of the directors shall be two save where the Company only has a sole director when the quorum shall be one.
- 3 3 For so long as there shall be a RH Director, the quorum for a meeting of the Board shall throughout the meeting be at least one RH Director. Article 11 of the Model Articles shall be modified accordingly.
- 3 4 For so long as there shall be an RH Director, the chairman at any meeting of the Board shall be an RH Director and the chairman shall have the casting vote.
- 3 5 At all meetings of the Board and its committees the votes exercisable by the RH Directors present (or their alternates) shall be pro tanto increased (fractions of a vote being permitted) so that those RH Directors (or their alternates) present shall together be entitled to one more vote than the aggregate number of votes exercisable by all the other directors of the Company present at the meeting. Articles 7 and 8 of the Model Articles shall

be modified accordingly

- 3 6 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 7 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 Alternate Directors**

- 4 1 A director ("the Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors to -
- 4 1 1 exercise that director's powers, and
- 4 1 2 carry out that director's responsibilities
- in relation to the making of decisions by the directors, in the absence of the Appointor
- 4 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
- 4 3 The notice must- -
- 4 3 1 identify the proposed alternate, and
- 4 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
- 4 4 An alternate director may act as alternate director to more than one director and has the same rights to any decision of the directors as the alternate's Appointor
- 4 5 Except as the Articles specify otherwise, alternate directors -
- 4 5 1 are deemed for all purposes to be directors,

4 5 2 are liable for their own acts and omissions,

4 5 3 are subject to the same restrictions as their Appointors, and

4 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

4 6 A person who is an alternate director but not a director -

4 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),

4 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

4 6 3 shall not be counted as more than one director for the purposes of articles 4 6 1 and 4 6 2

4 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

4 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

4 9 An alternate director's appointment as an alternate terminates -

4 9 1 when the alternate's appointment is revoked to be proven by notice to the company in writing specifying when it is to terminate,

4 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,

4 9 3 on the death of the alternate's Appointor, or

4 9 4 when the alternate's Appointor's appointment as a director terminates

## **5 Directors' Conflicts of Interest**

5 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")



- 5 2 Any authorisation under this Article will be effective only if -
- 5 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,
  - 5 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
  - 5 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted
- 5 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently) -
- 5 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
  - 5 3 2 be subject to such term and for such duration, or impose such limits or conditions, as the directors may determine, and
  - 5 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
- 5 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 -
- 5 4 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
  - 5 4 2 is not given any documents or other information relating to the Conflict, and
  - 5 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
- 5 5 Where the directors authorise a Conflict -
- 5 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
  - 5 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
- 5 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 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

## **6     Allotment of Shares**

6 1     Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the members, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any share in the Company

6 2     The Directors shall not offer, allot, issue, grant rights to subscribe for or convert any security rights into or otherwise deal in or dispose of any shares in the Company without the prior written consent of RH to do so

6 3     Subject always to Article 6 2 and to the remaining provisions of this Article 6, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to

6 3 1     offer or allot,

6 3 2     grant rights to subscribe for or convert any security into,

6 3 3     otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper

6 4     The authority referred to in Article 6 3

6 4 1     may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired), and

6 4 2     shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution

6 5     In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of shares made by the Company

6 6     Unless otherwise agreed by special resolution, if the directors propose to issue any shares, those shares shall not be allotted to any person unless the Company have first offered them to all members in proportion as nearly as may be to the number of existing shares (regardless of class) held by them respectively The offer

6 6 1     shall be in writing, shall be open for acceptance for a period of 10 Business Days from the date of the offer and shall give details of the

number and subscription price of the relevant shares, and

6 6 2 may stipulate that any shareholder who wishes to subscribe for a number of shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess shares ("Excess Shares") for which he wishes to subscribe

6 7 Any shares not accepted by members pursuant to the offer made to them in accordance with Article 6 6 shall be used for satisfying any requests for Excess Shares made pursuant to Article 6 6 2 If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants in proportion as nearly as may be to the number of existing shares held by them respectively After that allotment, any Excess Shares remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members

## **7 Share Capital**

7 1 The share capital of the Company at the date of adoption of these Articles is divided into A Shares and Ordinary Shares Except as otherwise provided in these Articles the A Shares and the Ordinary Shares shall rank pari passu

7 2 Any profits of the Company which the Board may determine to distribute amongst the shareholders 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

## **8 Transfer of Shares**

8 1 The directors shall register any transfer permitted by or made pursuant to Articles 8 2 to 8 7 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 share shall not be transferred unless it first be offered to the other members at the "Fair Price" (as determined in accordance with Article 8 3) A member wishing to transfer shares ("Retiring Member") shall give notice thereof in writing to the Company and in such notice ("Transfer Notice") he shall specify the proposed transferee (if any) the number of shares to be transferred and the price which he is prepared to accept for such shares

8 3 On receipt of a Transfer Notice a meeting of the board of directors shall be convened at which the board shall resolve if the price set by the Retiring Member is fair If the board resolves that such price is fair then it shall be the "Fair Price" In the event that the board resolves such price is not fair they shall appoint the auditors of the Company at the cost of the Company to certify the fair value of the shares set out in the Transfer Notice and their certification shall be the "Fair Price" In so certifying the auditors shall act as experts and not as arbitrators

8 4 The Transfer Notice shall constitute the Company the Retiring Member's agent for the sale in accordance with the provisions of this Article 8 of the shares comprised therein at the Fair Price. A Transfer Notice may not be withdrawn except with the consent of the directors which shall not be withheld if the Retiring Member pays all the costs reasonably incurred by the Company in connection with the Transfer Notice and the establishment of the Fair Price. After the Fair Price of the shares comprised in a Transfer Notice has been determined, the directors shall offer the Shares to RH. If RH does not purchase all of the shares contained in the Transfer Notice the directors shall proceed to seek a purchaser or purchasers.

8 4 1 in the case of the A Shares amongst the holders of the Ordinary Shares,

8 4 2 in the case of the Ordinary Shares amongst the holders of the Ordinary Shares

In the case of competition amongst the other members therefore, the same shall be apportioned amongst those wishing to purchase the same as nearly as may be in proportion to their respective holdings of shares, but so that no member shall be required to purchase more shares than he has expressed his willingness to purchase. Any question of difficulty shall be resolved by the directors in such manner as they think most beneficial to the Company.

8 5 Subject to the Retiring Member's rights under Article 8 6, upon finding purchasing member(s) for all the shares in the Transfer Notice the Company shall give notice thereof to the Retiring Member and the sales shall be completed within 7 days thereafter. If the Retiring Member fails so to complete any such sale, the directors shall nominate some person to transfer the shares comprised in such sale to the purchasing member(s) and shall receive the purchase money and register the purchasing member(s) as the holder(s) of such shares and issue to him/them a certificate therefore. The Retiring Member shall deliver to the Company his certificate or certificates comprising or including such shares and shall thereupon be paid the purchase money and any necessary balance certificate shall be issued to him.

8 6 If within 28 days after the fixing of the Fair Price no purchasing member(s) has/have been found for the shares or some of the shares comprised in the Transfer Notice, the directors shall give notice thereof to the Retiring Member and in such case, and also if a purchasing member(s) has/have failed duly to complete his/their purchase, the Retiring Member may at any time within 6 months after such notice was given to him, transfer the shares, to any person at any price not being less than the Fair Price. The Retiring Member shall be under no obligation to transfer any of the shares in the Transfer Notice to other members of the Company unless such members agree to purchase all the shares in the Transfer Notice.

8 7 For the purpose of this Article -

8 7 1 any transfer of any interest in shares, or

8 7 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      Drag Along Option**

- 9 1      If RH (for the purposes of this Article 9 "the Seller") intends to sell all of his shares in the Company (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 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 Sale 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").
- 9 2      Immediately upon receipt of the Sale Notice the Company shall give notice in writing (a "Compulsory Sale Notice") to each of the members (other than the Seller) (the "Other Shareholders") giving details contained in the Sale Notice requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares in the capital of the Company on the same terms as those contained in the Sale Notice.
- 9 3      Each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the highest price per Sale Share to be sold to the Proposed Purchaser on Completion by the Seller and on the terms set out in the Sale Notice.
- 9 4      If any of the Other Shareholder(s) ("the Defaulting Shareholder(s)") fails to comply with the terms of a Compulsory Sale Notice given to him then the directors shall nominate some person to transfer the shares comprised in the Compulsory Sale Notice held by the Defaulting Shareholder to the Proposed Purchaser on Completion and such person shall receive the purchase money on behalf of the Defaulting Shareholder. The Defaulting Shareholder shall deliver to the Company his share certificate(s) for his shareholding in the Company and upon such delivery the Defaulting Shareholder shall then be paid the purchase money.

## **10     Tag Along Option**

- 10 1     If RH for the purposes of this Article 10 1 ("the Seller") receives a bona fide offer from a third party which is not connected with the Seller ("Third Party") to acquire all of his holding of shares in the capital of the Company, the Seller shall notify all other members ("the Recipients") that he wishes to accept such offer and each Recipient shall have the option ("Tag Along Option") to require the Seller to cause the Third Party or its nominee to make an unconditional offer to purchase all of the Recipient's shares before the Seller may accept the Third Party's offer. The price per share and terms upon which the Seller must cause the Third Party or his nominee to purchase the Recipient's

shares shall be the same as those referable to the sale of the Seller's shares to the Third Party

- 10 2 The Seller will promptly notify the Recipients in writing if and when the Recipients become entitled to exercise the Tag Along Option. The Recipients may only exercise the Tag Along Option by giving written notice to the Seller prior to the expiration of a period of 14 days after the date on which they receive written notice under this Article
- 10 3 Upon the exercise of the Tag Along Option the Seller is bound to take all reasonable steps (including without limitation completing the sale of his own shares to the Third Party) to cause the Recipients' shares to be purchased by the Third Party or its nominee for the relevant price and on the relevant terms
- 10 4 If the Third Party or its nominee for any reason fails to buy all of the Recipients' shares at the relevant price (or at a greater price) and on the relevant terms and otherwise in accordance with this Article 10 and to complete that purchase on the same date as the date for completion of the sale the Seller's shares then the Seller may not sell or otherwise transfer any of his shares to the Third Party
- 10 5 Each member irrevocably appoints any director of the Company as its attorney with the right at any time -
  - 10 5 1 to perform and observe its obligations as a selling member under any relevant provisions of these Articles (including but not limited to Articles 9 and 10),
  - 10 5 2 to appoint substitute and otherwise delegate its powers (including this power of delegation),
  - 10 5 3 to do everything that the member may lawfully authorise as agent to do in relation to the sale of his shares
- 10 6 Any attorney may exercise its power pursuant to Article 10 5 notwithstanding that the exercise of the power constitutes a conflict of interest or duty
- 10 7 Each member ratifies any exercise of a power by an attorney pursuant to Article 10 5

## **11 Compulsory Transfers**

- 11 1 In this Article 11 "the Relevant Event" means a Shareholder (other than RH)
  - 11 1 1 becoming bankrupt or making any arrangement or composition with his creditors,
  - 11 1 2 being admitted to hospital pursuant to the Mental Health Act 1983 or having a receiver appointed by a Court over his affairs,
  - 11 1 3 dying,
  - 11 1 4 ceasing to be a director or employee of the Company save where the director is a RH director

- 11 2 On the happening of any Relevant Event the Shareholder in question shall be deemed immediately to have given a Transfer Notice in respect of all the shares as shall then be registered in the name of such Shareholder and such shares shall be transferred in accordance with the pre-emption rights set out in Article 8

## **12 Permitted Transfers**

Notwithstanding any other provision in these Articles the legal and/or beneficial title in any share held by RH may at any time be transferred

- 12 1 by him to any body corporate, or
- 12 2 by him (or on his death his personal representative) to any beneficiary named in his Will or to the trustees of any settlement or trust where the principal beneficiaries are the beneficiaries named in his Will

## **13 General Meetings and Resolutions**

- 13 1 Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Act as to giving 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
- 13 2 No business shall be transacted at any general meeting unless a quorum is present Subject to Article 13 3 below two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum
- 13 3 If and for so long as the Company has only one member, that member present in person or by proxy or if that member is a corporation by a duly authorised representative shall be a quorum
- 13 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

## **14 Sole Member**

- 14 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
- 14 2 Any decision taken by a sole member pursuant to Article 14 1 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's Minute Book

**15     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

**16     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

**17     Indemnity**

17 1     Subject to Article 17 2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled -

17 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

17 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 17 1 1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure

17 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

**18     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