

Company No 07175356

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED  
BY SHARES**

**SPECIAL RESOLUTIONS**

- of -

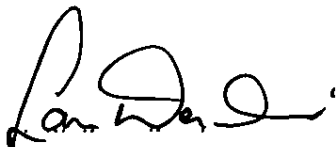
**M J BUSHELL LTD ("the Company")**

Passed 13 December 2016

The following resolutions were duly passed as special resolutions by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

**SPECIAL RESOLUTIONS**

- 1 That the existing 3,000 A Ordinary Shares of £1 each in the capital of the Company be and are hereby consolidated into 300 A Ordinary Shares of £10 each
- 2 That the regulations set out in the printed document attached to this Resolution be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof



Director

THURSDAY



L11 \*L5MCEU9C\* #423  
22/12/2016  
COMPANIES HOUSE

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

of

**MJ BUSHELL LTD**

(Adopted by written resolution passed on [            ])

*13 December 2016*

**1 Interpretation**

1.1 In these Articles, the following words have the following meanings

<b>Act</b>	the Companies Act 2006
<b>Appointor</b>	has the meaning given in Article 12.1
<b>Articles</b>	the Company's articles of association for the time being in force
<b>Associate Director</b>	a person appointed as an associate director pursuant to Article 27
<b>A Ordinary Share</b>	an A Ordinary Share in the capital of the Company,
<b>Bad Leaver</b>	a Departing Employee Shareholder, who is not a Good Leaver,
<b>Board</b>	the board of directors of the Company as constituted from time to time
<b>Business Day</b>	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business
<b>B Ordinary Share</b>	a B Ordinary Share in the capital of the Company
<b>Conflict</b>	has the meaning given in Article 9.1
<b>Connected Person</b>	has the meaning given by Section 993 of the Income Tax Act 2007
<b>Continuing Shareholders</b>	has the meaning given in Article 16.16
<b>Controlling Interest</b>	an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010
<b>Departing Shareholder</b>	<b>Employee</b> an Employee Shareholder who ceases to be a Director and/or an employee of the Company
<b>Director</b>	a director of the Company from time to time

<b>Eligible Director</b>	a Director who would be entitled to vote on a matter at a meeting of Directors (but excluding a Director whose vote is not to be counted in respect of the particular matter)
<b>Employee Shareholder</b>	a holder of shares who is a Director and/or employee of the Company
<b>Encumbrances</b>	means and includes any interest or equity of any person (including without prejudice to the generality of the foregoing, any right to acquire, option, right of pre-emption or right of conversion) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property
<b>Expert</b>	an independent firm of accountants appointed by the shareholders or, in the absence of agreement between the shareholders on the expert or his terms of appointment within 10 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator)
<b>Fair Value</b>	in relation to shares, as determined in accordance with Article 16 9
<b>Good Leaver</b>	<p>a Departing Employee Shareholder shall be deemed to be a Good Leaver in circumstances where the relevant person -</p> <p>(i) ceases to be a Director and/or an employee of the Company where the Termination Date falls at least 3 years after the relevant person first held the directorship or employment save if the cessation is as a result of dishonesty, fraud or negligence, or</p> <p>(ii) is permanently incapacitated or suffers a permanent physical or mental deterioration which in the opinion of the Directors is sufficiently serious to prevent the individual from carrying out his normal employment duties with the Company, or</p> <p>(iii) dies</p>
<b>Interested Director</b>	has the meaning given in Article 9 1

<b>Model Articles</b>	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles
<b>Obligatory Transfer Event</b>	has the meaning given in Article 16.1
<b>Permitted Transferee</b>	means to any person (including the Company) provided the consent in writing or at a general meeting of the holders of 75% (by reference to votes on a poll) of the A Ordinary Shares for the time being of the Company has been obtained, or to any A Ordinary Shareholder
<b>Shares</b>	means shares of any class in the capital of the Company
<b>Termination Date</b>	<p>(a) where employment ceases by virtue of notice given by the employer to the employee the date on which such notice expires,</p> <p>(b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,</p> <p>(c) where an Employee Shareholder dies, the date of his death,</p> <p>(d) and in any other case, the date on which the employment agreement is terminated</p>
<b>Transfer Notice</b>	an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served it shall be referred to as a <b>Deemed Transfer Notice</b>
<b>Writing or written</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1.2 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 but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company

- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 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 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

## **2 Adoption of the Model Articles**

- 2 1 The Model Articles shall 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 inconsistencies, shall 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 in any statutory instrument or other subordinate legislation. A copy of the Model Articles is set out in the Schedule to these Articles
- 2 2 Articles 6(2), 8, 9(1), 11 to 14 (inclusive), 16, 17(2), 22, 26(5), 27 to 29 (inclusive), 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur"
- 2 4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 2 5 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

## **Directors**

### **3 Directors' Meetings**

- 3 1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4
- 3 2 Subject as provided in these Articles, the Directors may participate in Directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3 3 Meetings of the Directors shall take place at least four times each year
- 3 4 All decisions made at any meeting of the Directors (or of any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes
- 3 5 If at any time at or before any meeting of the Directors (or of any committee of the Directors) any Director participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other Directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business

shall be conducted at that meeting after such a request has been made. No meeting of Directors may be adjourned pursuant to this article more than once.

#### **4 Unanimous Decisions of Directors**

- 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 Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

#### **5 Number of Directors**

The number of directors shall not be less than one and there shall be no maximum number. No shareholding qualification for directors shall be required.

#### **6 Calling a Directors' Meeting**

- 6.1 Any Director may call a meeting of Directors by giving not less than 3 Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by any two Directors to each Director or by authorising the Company secretary (if any) to give such notice).
- 6.2 Notice of any Directors' meeting must be accompanied by
  - 6.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and
  - 6.2.2 copies of any papers to be discussed at the meeting.
- 6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of Directors unless all the Directors present agree in writing.

#### **7 Quorum for Directors' Meetings**

- 7.1 The quorum at any meeting of the Directors (including adjourned meetings) shall be two Directors (or his alternate). No business shall be conducted at any meeting of the Directors unless a quorum is present at the beginning of the meeting and also when that business is voted on. If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors present will constitute a quorum.
- 7.2 For the purposes of any meeting (or part of a meeting)
  - 7.2.1 held pursuant to Article 9 to authorise a Conflict of a Director, or
  - 7.2.2 at which the Director is not permitted to vote on any resolution in accordance with Article 9.3 as a result of a Conflict,the quorum for such meeting (or part of a meeting) shall be two Eligible Directors.

#### **8 Chairing of Directors' Meetings**

The post of Chairman of the Directors can be held by any Director who shall not have a casting vote.

## 9 Directors' Interests

- 9 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 (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)
- 9 2 Any authorisation under this article will be effective only if
- 9 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration 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,
- 9 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 9 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 9 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
- 9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 9 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
- 9 3 3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
- 9 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
- 9 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 9 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters
- 9 4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict
- 9 5 The Directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation

- 9 6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 9 7 Subject to sections 177(5) and 177(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act
- 9 8 Subject to sections 182(5) and 182(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 9 7
- 9 9 Subject, where applicable, to any terms and conditions imposed by the Directors in accordance with Article 9 3, and provided a Director has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 9 9 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 9 9 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 9 9 3 shall be entitled to vote at a meeting of Directors (or of a committee of Directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 9 9 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- 9 9 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 9 9 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act



- 9 10 A shareholder shall make notification to the Company in writing of any interest held by any other person in some or all of the Company's shares that the shareholder holds, or of any change in any interest held, including cessation of any interest
- 9 11 A person who acquires any interest in the shares of the Company shall make notification to the Company in writing of that interest and of any subsequent change in that interest, including cessation of an interest
- 9 12 Notification under articles 9 10 or 9 11 must be made within the period of 2 days next following the day on which the obligation to notify arises
- 9 13 The notification must identify the shareholder who holds the shares, the number of shares held by that shareholder, the number of shares in which the interest is held, the identify of the person holding the interest and the nature of the interest
- 9 14 Where the notification is of the cessation of an interest in the shares, the notification shall state the identity of any new holder of an interest in those shares
- 9 15 The Company may, by notice in writing, require a shareholder or any other person appearing to hold it or to have held an interest in the shares of the Company, within such reasonable time as may be specified in the notice, to
  - 9 15 1 Provide details of any interest held currently and/or held within the previous three years,
  - 9 15 2 Provide, where a person has previously held an interest in the Company's shares, particulars of the identity of any person who subsequently held that interest
- 9 16 Where
  - 9 16 1 notice is served by the Company under article 9 15 on a shareholder or any other person appearing to it to be interested in shares held by a shareholder and that shareholder (or other person) fails to give the Company any information requested by the notice within the time specified in it, and/or
  - 9 16 2 an application for audit registration is refused or audit registration is proposed to be, or has been, withdrawn by the recognised supervisory body and the Company is notified that the grounds upon which such decision was made consisted of or included any matters relating to any person who holds shares in the Company or who has an interest in shares,

then the Directors may, be resolution, direct that the holder of the shares in question shall not be entitled in respect of any shares held by him to vote either personally or by proxy at a general meeting of the Company or at a meeting of the holders of any class of shares of the Company or to exercise any other right conferred by membership in relation to general meetings of the Company or meetings of the holders of any class of shares of the Company
- 9 17 The Directors may, by resolution, revoke a direction
  - 9 17 1 made under either article 9 16 1 if they are satisfied that the relevant facts about the shares in question have been disclosed to the Company,
  - 9 17 2 made under article 9 16 2 if the decision therein referred to has been rescinded, revoked or has otherwise ceased to have effect,

9 17 3 made under either articles 9 16 1 or 9 16 2 if they are satisfied that the shares in question are to be transferred for valuable consideration and the Directors have approved the transfer

## **10 Records of Decisions to be Kept**

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in paper form, so that they may be read with the naked eye

## **11 Appointment of Directors**

11 1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no Directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case maybe) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director

11 2 No Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law

## **12 Alternate Directors**

12 1 Any Director (other than an alternate director) (in this article, the **Appointor**) may appoint any person (whether or not a Director) to be an alternate director to exercise that Director's powers, and carry out that Director's responsibilities, in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor In these Articles, where the context so permits, reference to a Director shall include an alternate director appointed by a Director (as the case may be)

12 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors

12 3 The notice must

12 3 1 identify the proposed alternate, and

12 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice

12 4 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate's Appointor

12 5 Except as the Articles specify otherwise, alternate directors

12 5 1 are deemed for all purposes to be Directors,

12 5 2 are liable for their own acts and omissions,

12 5 3 are subject to the same restrictions as their Appointors, and

12 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 all meetings of committees of Directors of which his Appointor is a member

- 12 6 A person who is an alternate director but not a Director
- 12 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), and
- 12 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, and does not himself participate)
- 12 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)
- 12 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct
- 12 9 An alternate director's appointment as an alternate terminates
- 12 9 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 12 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, or
- 12 9 3 when the alternate director's Appointor ceases to be a Director for whatever reason

## Shares

### 13 Share Capital

- 13 1 Except as otherwise provided in these Articles, the A Ordinary Shares and the B Ordinary Shares shall rank pari passu in all respects but shall constitute a separate class of shares
- 13 2 The A Ordinary Shares and the B Ordinary Shares shall each be entitled to receive in respect of the relevant class of shares such dividends as the Directors may from time to time declare in respect of that class of shares. For the avoidance of doubt the Directors may declare differential dividends in respect of different classes of shares. Dividends shall be paid by reference to the number of shares held by each Shareholder of each relevant class (irrespective of the nominal value of such shares or the amounts paid up thereon)
- 13 3 On a return of capital, on a winding up or otherwise the A Ordinary Shares and the B Ordinary Shares shall be entitled pari passu to repayment of the nominal amounts paid up on such shares, and the surplus assets of the Company remaining after the payment of its liabilities shall be distributed to the holders of the A Ordinary Shares and the B Ordinary Shares pari passu in proportion to the number of the A Ordinary Shares and the B Ordinary Shares respectively held (irrespective of the nominal value of any such shares or the amounts paid up thereon)
- 13 4 The B Ordinary Shares shall not confer any entitlement to attend and vote at, or receive notice of, any general meeting of the Company, or to vote on any written resolution of the members of the Company

- 13 5 For so long as Daniel Sayers and/or Faith Sayers is or are the holder of any B Ordinary Shares of £1 he or she shall be entitled by notice in writing to the Company to convert any B Ordinary Shares of £1 held by him or her as are specified in such notice into A Ordinary Shares of £1, and upon receipt by the Company of such notice those B Ordinary Shares specified in such notice shall thereupon be automatically converted into A Ordinary Shares of £1. Immediately following such conversion each of Daniel Sayers and Faith Sayers shall be entitled (notwithstanding the provisions of Articles 15 2 and 15 3) to subscribe at par value for 9 A Ordinary Shares of £1 for each A Ordinary Share of £1 held as a result of such conversion on condition that all the A Ordinary Shares of £1 held as a result of such conversion and subscription are forthwith consolidated into A Ordinary shares of £10

#### **14 Further Issues of Shares Authority**

- 14 1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the Shareholders, the Directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company
- 14 2 Subject to Article 14 and the remaining provisions of this Article 14, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to
- 14 2 1 offer or allot,
- 14 2 2 grant rights to subscribe for or to convert any security into, or
- 14 2 3 otherwise deal in, or dispose of,
- any shares in the Company up to a maximum nominal amount of £1000 to any person, at any time and subject to any terms and conditions as the Directors think proper
- 14 3 The authority referred to in Article 14 1
- 14 3 1 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution of the Shareholders, and
- 14 3 2 may only be exercised for a period of five years from the date of adoption of these Articles, 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)

#### **15 Further Issues of Shares Pre-emption Rights**

- 15 1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined) in section 560(1) of the Act) made by the Company
- 15 2 Unless otherwise agreed by special resolution and save as otherwise provided in these Articles, if the Company proposes to allot equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions) The offer

- (a) shall be in writing, shall be open for acceptance of a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and
  - (b) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe
- 15 3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 15 2 shall be used for satisfying any requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 15 2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him) After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders
- 15 4 Subject to Articles 15 2 and 15 3 and to section 551 of the Act, any equity securities shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper

## **16 Transfer of shares subject to Pre-emption Rights**

- 16 1 In this Article, references to a transfer of a share include the transfer or assignment of a beneficial or other interest in that share or the creation of a trust or encumbrance over that share and reference to a share includes a beneficial or other interest in a share
- 16 2 No share shall be transferred unless the transfer is made in accordance with these Articles
- 16 3 Subject to Article 17 a Shareholder holding more than 1% in nominal value of any class of the issued share capital of the Company or the personal representatives of a deceased Shareholder holding more than 1% in nominal value of any class of the issued share capital of the Company shall be permitted to transfer the entire legal title and beneficial interest in any share held by that Shareholder free from all liens, charges and other encumbrances without restriction as to price (and without being required to serve a Transfer Notice or comply with the pre-emption procedure set out in this Article 16) to the husband or wife or widow or widower or partner of that Shareholder or deceased Shareholder
- For the purpose of this Article 16 3 the word "Shareholder" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Shareholder in any case where the person concerned ceased to be a Shareholder as a result of the creation of the relevant trust or the death or bankruptcy
- 16 4 Any Shareholder or the personal representatives of any deceased Shareholder may at any time transfer all or any of the Shareholder's shares in the Company to a Permitted Transferee without being required to serve a Transfer Notice or comply with the pre-emption procedure set out in this Article 16
- 16 5 Except where the provisions of Articles 17, 18 or 19 apply, any transfer of shares by a shareholder shall be subject to the following pre-emption rights in this Article 16

- 16 6 A shareholder wishing to transfer its shares (Seller) shall, before transferring or agreeing to transfer any shares, give a Transfer Notice to the Company specifying
- 16 6 1 the number of sale shares,
  - 16 6 2 if the Seller wishes to sell the sale shares to a third party, the name of the proposed transferee, and
  - 16 6 3 the price (in cash) at which he wishes to sell the sale shares,
  - 16 6 4 whether the Transfer Notice is conditional on all, or a specific number of, the sale shares being sold to shareholders (**Minimum Transfer Condition**)
- and shall at the same time deposit with the Board the share certificates in respect of the sale shares
- 16 7 A Transfer Notice appoints the Board the agent of the Seller for the sale of the sale shares at the Transfer Price (as defined in Article 16 8) and within 5 Business Days of receipt of a Transfer Notice the Board shall serve a copy of the same on each of the shareholders (other than the Seller)
- 16 8 The Transfer Price of the sale shares shall be the nominal value thereof where the sale shares represent less than 1% in nominal value of any class of the issued share capital of the Company and shall be the purchase (and where relevant, subscription) price thereof paid by Daniel Sayers or Faith Sayers in the case of shares held by Daniel Sayers or Faith Sayers but in any other case shall be such price as is agreed in writing between the shareholders based on the following assumptions -
- 16 8 1 valuing the sale shares as at the date of the Transfer Notice on the basis of the fees of the business of the Company as reflected in the unaudited consolidated balance sheet and the unaudited consolidated profit and loss account of the Company (including any notes thereon) for the period from the date of the last published accounts of the Company to the period ended one calendar month prior to the date of the Transfer Notice,
  - 16 8 2 valuing the sale shares as the proportion of the entire issued share capital of the Company that the sale shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares under the Articles),
  - 16 8 3 the sale is between a willing buyer and a willing seller on the open market,
  - 16 8 4 if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so,
  - 16 8 5 the shares are sold free of all Encumbrances, and
  - 16 8 6 to take account of any other factors that the parties reasonably believe should be taken into account
- 16 9 In the absence of agreement of the Transfer Price as set out in Article 16 8 within 30 Business Days after service of the Transfer Notice under Article 16 7 an Expert shall be appointed to determine the Transfer Price of the sale shares in accordance with clause 16 8 The Expert shall certify the fair value of the sale shares in his opinion

- 16 10 If any problem arises in applying any of the assumptions set out in this Article, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit
- 16 11 The Expert shall be requested to determine the Transfer Price of the sale shares within 20 Business Days of his appointment and to notify the Board in writing of his determination and the Transfer Price shall be such value as is determined by the Expert (**the Expert's Determination**)
- 16 12 The Board shall promptly give to the Expert such information and assistance as the Expert may reasonably request relating to carrying out his valuation. In acting as aforesaid the Expert shall be acting as an expert and not as an arbitrator and the fees and expenses of the Expert shall be paid as to one-half by the Seller and as to the balance by the purchaser or if there is more than one, the purchasers of the sale shares in proportion to the number of the sale shares respectively purchased by him or them. If the sale shares are not sold all such fees and expenses shall be borne by the Seller
- 16 13 Upon receipt of the Expert's Determination the Board shall forthwith inform the Seller in writing of the Transfer Price and if the Transfer Price as determined by the Expert is not acceptable to the Seller (save as otherwise provided in these Articles) the Seller may revoke the Transfer Notice by giving written notice to the Board within 5 Business Days of the Board informing the Seller of the Transfer Price
- 16 14 If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price (the Determination Date) shall be the date 15 Business Days following the date upon which the Board receives the Expert's Determination in writing. If the Transfer Price is determined by written agreement between the shareholders as aforesaid then the Determination Date shall be the date of such agreement. If the Transfer Price is the nominal value of the sale shares or the purchase (and, where relevant, subscription) price of the sale shares or the amount of loans outstanding taken out to acquire the sale shares the Determination Date shall be the date of service of the Transfer Notice
- 16 15 Following the Determination Date the Board (except where Ian Warwick or Kevin Fisher is the Seller and except in the case of the death of Ian Warwick or Kevin Fisher (but not their joint deaths)) shall forthwith offer the sale shares to the Company for repurchase at the Transfer Price subject to compliance with the applicable provisions under the Act relating to the purchase by a company of its own shares. Such offer shall specify that sufficient sale shares must be purchased by the Company to satisfy the Minimum Transfer Condition. Such offer shall limit a period not being more than three months after the Determination Date within which the offer shall be accepted or in default shall be deemed to have been declined (**Company Offer Period**)
- 16 16 If all the sale shares are not accepted for purchase by the Company within the Company Offer Period then the Board shall forthwith offer the sale shares not so accepted to Ian Warwick and Kevin Fisher (or such of them as is not a Seller and is not subject to an Obligatory Transfer Event and has not died) or if neither of them are offerees then to all shareholders (except any shareholder whose shareholding represents less than 1% in nominal value of any class of the issued share capital of the Company and except any shareholder who is subject to an Obligatory Transfer Event) other than the Seller (**Continuing Shareholders**), inviting them to apply in writing within 20 Business Days of the date of the offer (**First Offer Period**) for the maximum number of sale shares they wish to buy. Such offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered

If the sale shares are subject to a Minimum Transfer Condition, any allocation made under this Article 16 16 and Article 16 17 shall be conditional on the fulfilment of the Minimum Transfer Condition

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of sale shares, the Board shall allocate the sale shares to each Continuing Shareholder who has applied for sale shares in the proportion which his existing holding of shares bears to the total number of shares held by those Continuing Shareholders who have applied for sale shares Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Continuing Shareholder of more than the maximum number of sale shares which he has stated he is willing to buy

If only some of the sale shares are allocated in accordance with this Article, but there are applications for sale shares that have not been satisfied, those sale shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this Article 16 16

If, at the end of the First Offer Period, the total number of sale shares applied for is less than the number of sale shares, the Board shall allocate the sale shares to the Continuing Shareholders in accordance with their applications The balance (**Initial Surplus Shares**) shall be dealt with in accordance with Article 16 17

- 16 17 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders, inviting them to apply in writing within 20 Business Days of the date of the offer (**Second Offer Period**) for the maximum number of Initial Surplus Shares they wish to buy

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in the proportion that his existing holding of shares (including any sale shares) bears to the total number of shares (including any sale shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Continuing Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications The balance (**Second Surplus Shares**) shall be dealt with in accordance with Article 16 20

- 16 18 If the Transfer Notice includes a Minimum Transfer Condition and the total number of sale shares applied for is less than the number of sale shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom sale shares have been conditionally allocated under Articles 16 16 and Article 16 17, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

If

- 16 18 1 the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition, and



16 18 2 allocations under Article 16 16 and, if necessary, Article 16 17 have been made in respect of some or all of the sale shares,

the Board shall give written notice of allocation (**Allocation Notice**) to the Seller and each Continuing Shareholder to whom sale shares have been allocated (**Applicant**) The Allocation Notice shall specify the number of sale shares allocated to each Applicant, the amount payable by each Applicant for the number of sale shares allocated to him (**Consideration**) and the place and time for completion of the transfer of the sale shares (which shall be at least 5 Business Days and not more than 20 Business Days after the date of the Allocation Notice)

16 19 On the service of an Allocation Notice, the Seller shall, against payment of the Consideration, transfer the sale shares allocated in accordance with the requirements specified in the Allocation Notice

If the Seller fails to comply with the requirements of the Allocation Notice

16 19 1 the Chairman of the Company (or, failing him, one of the other Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller

16 19 1 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant sale shares to the Applicants,

16 19 1 2 receive the Consideration and give a good discharge for it, and

16 19 1 3 (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the shares purchased by them, and

16 19 2 the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those shares) to the Company

16 20 If an Allocation Notice does not relate to all of the sale shares then, subject to Article 16 21 and within 4 weeks following service of the Allocation Notice, the Seller may transfer the balance of the sale shares to any person at a price at least equal to the Transfer Price

16 21 The Seller's right to transfer shares under Article 16 20 does not apply if the Board reasonably considers that

16 21 1 the transferee is a person (or a nominee for a person) who is a competitor with (or a Connected Person of a competitor with) the business of the Company, or

16 21 2 the sale of the sale shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

16 21 3 the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Board to enable it to form the opinion mentioned above

- 16 22 The restrictions imposed by this Article may be waived in relation to any proposed transfer of shares with the consent of shareholders who, but for the waiver, would or might have been entitled to have such shares offered to them in accordance with this Article

## **17 Obligatory Transfer Event and Death**

- 17 1 If anything mentioned in this sub-Article happens to a party, it is an Obligatory Transfer Event in respect of that party

- 17 1 1 a petition is presented, or an order is made, for the party's bankruptcy,
- 17 1 2 an application to the court is made under section 253 of the Insolvency Act 1986 where the party intends to make a proposal to his creditors for a voluntary arrangement,
- 17 1 3 the party makes an individual voluntary arrangement with his creditors on agreed terms pursuant to section 263A of the Insolvency Act 1986,
- 17 1 4 the party convenes a meeting of his creditors or takes any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally,
- 17 1 5 the party is unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986,
- 17 1 6 any encumbrancer takes possession of, or a receiver is appointed over or in relation to, all of the party's assets,
- 17 1 7 the happening in relation to a party of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets,
- 17 1 8 the court has made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005,
- 17 1 9 an Employee Shareholder becomes during his lifetime a Departing Employee Shareholder, or
- 17 1 10 a Director or Associate Director voluntarily resigns his position as Director or Associate Director, or
- 17 1 11 that party is the spouse or partner of a Director or Associate Director who has become a Departing Employee Shareholder under Article 17 1 9 or 17 1 10 or who has died

- 17 2 Where an Obligatory Transfer Event happens to a party (in this Article the Seller) it shall give notice of it to the Company as soon as possible and, if it does not, it is deemed to have given notice of the Obligatory Transfer Event to the Company on the date on which the other parties become aware of the Obligatory Transfer Event (**Notice of Obligatory Transfer Event**) A Notice of Obligatory Transfer Event appoints the Company the agent of the Seller for the sale of all the Seller's shares in the Company (**Sale Shares**) and such Notice of Obligatory Transfer Event shall have the same effect as a Transfer Notice served under Article 16 6 save that -

- 17 2 1 where the party is not a Departing Employee Shareholder or where the Departing Employee Shareholder (or in a case within Article 17 1 11 the spouse or partner of the party) is a Good Leaver, the Transfer Notice shall (except

where the Transfer Price is fixed as the nominal value or the purchase (and, where relevant, subscription) price pursuant to Article 16 8 and except in the case of a Seller who is the spouse or partner of a Director or Associate Director who has died where the Transfer Price shall be as set out in Article 17 3 2) take effect on the basis that it does not state a price for the Sale Shares and the Board shall refer the same to the Expert for valuation as referred to in Articles 16 8 and 16 9 forthwith upon the Obligatory Transfer Event coming to their notice,

17 2 2 where the Departing Employee Shareholder (or in a case within Article 17 1 11 the spouse or partner of the party) is a Bad Leaver, the Transfer Notice shall take effect on the basis that it does not state a price for the Sale Shares and the Board shall refer the same to the Expert for valuation as referred to in Articles 16 8 and 16 9 forthwith upon the Obligatory Transfer Event coming to their notice but on the basis always that the Transfer Price shall be the lower of such valuation and the purchase (and, where relevant, subscription) price of the Sale Shares paid by the Seller (or in a case where Daniel Sayers is a Bad Leaver the amount of loans outstanding taken out to acquire the Sale Shares), and

17 2 3 the Seller shall not have a right to withdrawal following the valuation applicable thereto, and

17 2 4 there shall be no Minimum Transfer Condition

17 3 In the event of the death of an Employee Shareholder, his personal representatives shall be obliged to serve a Transfer Notice before transferring any shares held by the deceased or themselves electing to be registered as the holders of such shares Any such Transfer Notice served shall have the same effect as a Transfer Notice served under Article 16 save that the following shall be deemed to apply

17 3 1 it shall not state a Minimum Transfer Condition,

17 3 2 the Transfer Price for the sale shares shall be (a) in the case of the death of either Ian Warwick or Kevin Fisher the nominal value thereof in respect of the shares held by them and their spouses (b) in the case of the death of Daniel Sayers the total purchase (and, where relevant, subscription) price in respect of the shares held by Daniel Sayers and Faith Sayers (c) in the case of the death of both Ian Warwick and Kevin Fisher the sum of £300,000 in respect of the shares held by Ian Warwick and his spouse and the sum of £300,000 in respect of the shares held by Kevin Fisher and his spouse and (d) in the case of the death of Peter Clements the nominal value thereof, and

17 3 3 the personal representatives shall not have a right of withdrawal following the valuation applicable thereto

17 4 In the event that no Transfer Notice is served under Article 17 3 in respect of all the shares held by the deceased by the personal representatives within six months of the date of death of an Employee Shareholder, the Board may (but is not obliged to) at any time thereafter serve a notice (a **Compulsory Transfer Notice**) on the personal representatives the effect of which shall be the same in all respects as if a Transfer Notice had been served by the personal representatives under Article 17 3 in respect of all the shares held by the deceased on the date of service of the Compulsory Transfer Notice and the provisions of Article 17 3 shall accordingly apply to such Compulsory Transfer Notice as if it was a Transfer Notice signed by the personal representatives in respect of all the shares held by the deceased

## 18 Tag Along

- 18 1 Except in the case of a transfer pursuant to Article 17 and after going through the pre-emption procedure set out in Article 16, the provisions of Article 18 2 to Article 18 6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of their shares to a bona fide arm's length purchaser (**Proposed Transfer**) and such transfer would, if carried out, result in such person (**Buyer**) acquiring a Controlling Interest in the Company
- 18 2 Before making a Proposed Transfer, the Sellers shall procure that the Buyer makes an offer (**Offer**) to the holder(s) of the remaining shares in issue for the time being to purchase all their shares held by them for a consideration in cash per share that is at least equal to the price per share offered by the Buyer for the Proposed Transfer (**Specified Price**)
- 18 3 The Offer shall be given by written notice (**Offer Notice**), at least 20 Business Days (**Offer Period**) before the proposed transfer date (**Transfer Date**) To the extent not described in any accompanying documents, the Offer Notice shall set out
- 18 3 1 the identity of the Buyer,
- 18 3 2 the purchase price and other terms and conditions of payment,
- 18 3 3 the Transfer Date, and
- 18 3 4 the number of shares proposed to be purchased by the Buyer (**Offer Shares**)
- 18 4 If the Buyer fails to make the Offer in accordance with Article 18 2 and Article 18 3, the Sellers shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of shares effected in accordance with the Proposed Transfer
- 18 5 If the Offer is accepted by the holder(s) of the remaining shares in writing within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by such shareholders
- 18 6 The Proposed Transfer is subject to the rights of pre-emption set out in Article 16, but the purchase of the Offer Shares shall not be subject to those provisions

## 19 Drag Along

- 19 1 Subject to Article 19 2, if the holders of 66% or more of the shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their shares to a bona fide arm's length purchaser (**Proposed Buyer**), the Selling Shareholders may require the holder(s) of the remaining shares (**Called Shareholder(s)**) to sell and transfer all of their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**)
- 19 2 In order to exercise their rights under Article 19 1 the Selling Shareholders must have first given a Transfer Notice to the Called Shareholder(s) and followed through the procedure set out in Article 16 (excluding Article 16 15) but in such case the Transfer Price shall be calculated on the basis of the price per share offered by the Proposed Buyer (which shall be deemed to have been agreed between the shareholders) and unless the Called Shareholder(s) acquire all the shares the Selling Shareholders wish to sell, none shall be sold to the Called Shareholder(s)
- 19 3 Subject to clause 19 2, the Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholder(s) (**Drag Along Notice**) at any time

before the transfer of the Selling Shareholders shares to the Proposed Buyer The Drag Along Notice shall specify

- 19 3 1 that the Called Shareholder(s) is required to transfer all their Called Shares pursuant to this Article 19,
  - 19 3 2 the person to whom the Called Shares are to be transferred,
  - 19 3 3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Selling Shareholders shares, and
  - 19 3 4 the proposed date of the transfer
- 19 4 Once issued, a Drag Along Notice shall be irrevocable However, a Drag Along Notice shall lapse if the Selling Shareholders have not sold their shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 19 5 No Drag Along Notice shall require the Called Shareholder(s) to agree to any terms except those specifically set out in this Article 19
- 19 6 Completion of the sale of the Called Shares shall take place on the Completion Date Completion Date means the date proposed for completion of the sale of the Selling Shareholders shares unless
- 19 6 1 the Selling Shareholders and the Called Shareholder(s) agree otherwise in which case the Completion Date shall be the date agreed in writing by them, or
  - 19 6 2 that date is less than 30 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 30 Business Day after service of the Drag Along Notice
- 19 7 The rights of pre-emption set out in Article 16, shall not apply to any transfer of shares to a proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served
- 19 8 Within 30 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholder(s), the Called Shareholder(s) shall deliver a stock transfer form for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company On the expiration of that 30 Business Day period, the Company shall pay the Called Shareholder(s), on behalf of the Proposed Buyer, the amounts due pursuant to Article 19 3 to the extent that the Proposed Buyer has put the Company in the requisite funds The Company's receipt for the price shall be a good discharge to the Proposed Buyer The Company shall hold the amounts due to the Called Shareholder(s) in trust for the Called Shareholder without any obligation to pay interest
- 19 9 To the extent that the Proposed Buyer has not, on the expiration of the 30th Business Day period referred to in Article 19 8, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholder(s) shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholder(s) shall have no further rights or obligations under this Article 19 in respect of its Shares
- 19 10 If the Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by him, the Called Shareholder shall be

deemed to have irrevocably appointed any person nominated for the purpose by the Seller to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 19 10

#### **Decision making by shareholders**

#### **20 Quorum for General Meetings**

- 20 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, entitled to vote at the meeting
- 20 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

#### **21 Chairing General Meetings**

The shareholders may appoint one of the Directors present at the meeting to act as Chairman at the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting

#### **22 Voting**

Subject to the rights attaching to any particular class of shares, at a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder

#### **23 Poll Votes**

- 23 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 23 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

#### **24 Proxies**

- 24 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate"
- 24 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

#### **Administrative arrangements**

## **25 Means of Communication to be Used**

25 1 Subject to Article 25 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

25 1 1 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,

25 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

25 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

25 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

25 2 Any notice, document or other information served on, or delivered to, an intended recipient under Article 15, Article 16, Article 17, Article 18 or Article 19 (as the case may be) may not be served or delivered by means of a website

25 3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

## **26 Indemnity and Insurance**

26 1 Subject to Article 26 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

26 1 1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

26 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

26 1 1 2 in relation to the Company's activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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 affairs, and

26 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 26 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

26 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

26 3 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

26 4 In this article

26 4 1 a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

26 4 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company

## **27 Associate Directors**

The Board may appoint one or more persons to the position of Associate Director and may at its discretion revoke any such appointment. An Associate Director shall not be a Director for the purposes of the Act and the Articles and shall not be entitled to vote at any meetings of the Board. An Associate Director shall have such powers conferred upon him as the Board shall determine and shall be entitled to attend meetings of the Board.