



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PUBLIC LIMITED COMPANY**

Company No. 7217115

The Registrar of Companies for England and Wales, hereby certifies that

TOWERGATE HOLDINGS I PLC

is this day incorporated under the Companies Act 2006 as a public company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **8th April 2010**



N07217115B



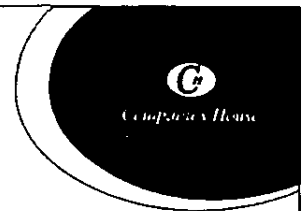
Companies House
— *in the record* —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company



A fee is payable with this form
Please see 'How to pay' on the last page



☒ What this form is for
You may use this form to register a
private or public company

☐ What this form is NOT for
You cannot use this form to register
a limited liability partnership. To
this, please use form LL IN01

THURSDAY



LD1 08/04/2010
COMPANIES HOUSE

314

37054

Part 1 Company details

→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full *

Towergate Holdings I Plc

For official use

7 2 1 7 1 1 5

❶ Duplicate names
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions *

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

❷ Company name restrictions
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' *

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

❸ Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type *

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

☒ Public limited by shares
☐ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

❹ Company type
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number Towergate House

Street Eclipse Park

Sittingbourne Road

Post town Maidstone

County/Region Kent

Postcode M E 1 4 3 E N

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2

Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1, For a director who is an individual, go to Section D1, For a corporate director, go to Section E1.

Secretary

B1

Secretary appointments

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	Mr
Full forename(s)	Andrew Stewart
Surname	Hunter
Former name(s) ①	

① **Corporate appointments**
For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② **Former name(s)**
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2

Secretary's service address

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

① **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

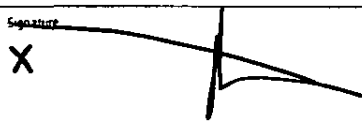
Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3

Signature

I consent to act as secretary of the proposed company named in Section A1.

Signature	
-----------	---

① **Signature**
The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①		① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
C2	Location of the registry of the corporate body or firm		
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
C4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
C5	Signature ⑤		
	I consent to act as secretary of the proposed company named in Section A1		
Signature	Signature X		⑤ Signature The person named above consents to act as corporate secretary of the proposed company.

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Application to register a company

Director

D1

Director appointments ¹

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	Mr
Full forename(s)	Peter Geoffrey
Surname	Cullum
Former name(s) ²	
Country/State of residence ³	UK
Nationality	British
Date of birth	<div> <div>d</div> <div>1</div> <div>0</div> <div>m</div> <div>0</div> <div>9</div> <div>y</div> <div>1</div> <div>9</div> <div>y</div> <div>5</div> <div>0</div> </div>
Business occupation (if any) ⁴	Company Director

¹ Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

² Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

³ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

⁴ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address ⁵

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

⁵ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

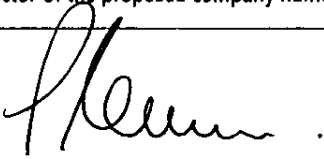
Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature ⁶

I consent to act as director of the proposed company named in Section A1.

Signature	<div>Signature</div> <div>X</div> <div></div> <div>X</div>
-----------	---

⁶ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Director

D1

Director appointments ①

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	Mr
Full forename(s)	Andrew Charles
Surname	Homer
Former name(s) ②	
Country/State of residence ③	UK
Nationality	British
Date of birth	<div> <div>d</div> <div>0</div> <div>2</div> <div>m</div> <div>0</div> <div>3</div> <div>y</div> <div>1</div> <div>9</div> <div>5</div> <div>3</div> </div>
Business occupation (if any) ④	Company Director

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.


Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	<div> <div>Signature</div> <div>X</div> <div>  </div> <div>X</div> </div>
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.


IN01 – continuation page

Application to register a company

Director

D1	Director appointments ①		<p>① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section D4.</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>
	Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5		
Title*	Mr		
Full forename(s)	Ian William James		
Surname	Patrick		
Former name(s) ②			
Country/State of residence ③	UK		
Nationality	British		
Date of birth	<div> <div>d</div> <div>2</div> <div>d</div> <div>0</div> <div>m</div> <div>0</div> <div>m</div> <div>5</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>6</div> <div>y</div> <div>7</div> </div>		
Business occupation (if any) ④	Company Director		



D2	Director's service address ⑤		<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.		
Building name/number	The Company's Registered Office		
Street			
Post town			
County/Region			
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>		
Country			

D3	Signature ⑥		<p>⑥ Signature The person named above consents to act as director of the proposed company.</p>
	I consent to act as director of the proposed company named in Section A1		
Signature	<div> <div>Signature</div> <div>X</div> <div></div> <div>X</div> </div>		

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Application to register a company

Corporate director

E1	Corporate director appointments ①		① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
E2	Location of the registry of the corporate body or firm		
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only		
E3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
E4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ⑤			
If applicable, the registration number			
E5	Signature ⑥		⑥ Signature The person named above consents to act as corporate director of the proposed company.
	I consent to act as director of the proposed company named in Section A1		
Signature	Signature 		

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Application to register a company

Part 3

Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

F1

Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Ordinary	£0 25	£0 75	50,000	£ 50,000
				£
				£
				£
Totals			50,000	£ 50,000

F2

Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

F3

Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares 50,000

Total aggregate nominal value ❸ £50,000

❸ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

❶ Including both the nominal value and any
share premium

❷ Number of shares issued multiplied by
nominal value of each share

❸ Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation
page if necessary

IN01

Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

Ordinary

Prescribed particulars

1

THE ORDINARY SHARES SHALL BE NON-REDEEMABLE AND SHALL CARRY VOTING RIGHTS AND RIGHTS TO DIVIDENDS ALL ORDINARY SHARES SHALL RANK PARI PASSU ON A WINDING UP OF THE COMPANY

AS REGARDS THE VOTING RIGHTS ATTACHING TO THE ORDINARY SHARES, EACH SHAREHOLDER SHALL HAVE ONE VOTE AT A GENERAL MEETING OF THE COMPANY ON A SHOW OF HANDS UNLESS A POLL IS DULY DEMANDED IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION IN WHICH CASE EACH SHAREHOLDER SHALL HAVE ONE VOTE PER SHARE

AS REGARDS THE RIGHTS TO DIVIDENDS ATTACHING TO THE ORDINARY SHARES, ANY DIVIDEND WILL BE PAID BY REFERENCE TO EACH SHAREHOLDER'S HOLDING OF SHARES OR OTHERWISE IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION

1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share.

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p> <p>Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Towergate Partnership Limited	Ordinary	50 000	£	£1 00	£37 500	£12 500
Address Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 5 (Statement of compliance)

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters.

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

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Subscriber's details	
Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details	
Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details	
Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details	
Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details	
Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

① Name

Please use capital letters

② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

③ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to Section H1 (Statement of compliance delivered by the subscribers)
- Yes Go to Section H2 (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ^①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

Subscriber's signature

Signature *TOWERGATE PARTNERSHIP LIMITED*
X *ACTING BY* *[Signature]* *X*
DIRECTOR *DIRECTOR*

Subscriber's signature

Signature *X* *[Signature]* *X*
DIRECTOR

Subscriber's signature

Signature *X* *X*

Subscriber's signature

Signature *X* *X*

Subscriber's signature

Signature *X* *X*

Subscriber's signature

Signature *X* *X*

Subscriber's signature

Signature *X* *X*

Subscriber's signature

Signature *X* *X*

① Statement of compliance delivered by the subscribers
 Every subscriber to the memorandum of association must sign the statement of compliance

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name											
Building name/number											
Street											
Post town											
County/Region											
Postcode	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										
Country											
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with										
Agent's signature	Signature X										

IN01

Application to register a company



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Vikki Fabian

Company name Shearman & Sterling (London) LLP

Address Broadgate West

9 Appold Street

Post town London

Country/Region

Postcode

E C 2 A 2 A P

Country UK

DX

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Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agents address (Given in Section H2)



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses



How to pay

A fee of £20 is payable to Companies House to register a company

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below

The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information



For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of Towergate Holdings I Plc

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

<i>Name of each subscriber</i>	<i>Authentication by each subscriber</i>
Towergate Partnership Limited	Acting by
	Director 
	Director 

Dated 8 April 2010

COMPANY NUMBER

COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

TOWERGATE HOLDINGS I PLC

INCORPORATED ON ____ APRIL 2010

ARTICLES OF ASSOCIATION

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COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

**TOWERGATE HOLDINGS I PLC
(the "Company")**

ARTICLES OF ASSOCIATION

1 INTERPRETATION AND LIMITATION OF LIABILITY

1.1 Defined terms

1.1.1 In these articles, unless the context requires otherwise—

"**alternate**" or "**alternate director**" has the meaning given in article 2.4.1,

"**appointor**" has the meaning given in article 2.4.1,

"**articles**" means these articles of association of the Company,

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"**call**" has the meaning given in article 4.5.3,

"**call notice**" has the meaning given in article 4.5.3,

"**certificate**" means a paper certificate evidencing a person's title to specified shares or other securities,

"**chairman**" has the meaning given in article 2.2.6,

"**chairman of the meeting**" has the meaning given in article 3.1.6,

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company,

"**Company's lien**" has the meaning given in article 4.5.1,

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

"**distribution recipient**" has the meaning given in article 4.8.3,

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form,

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006,

"**fully paid**" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006,

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

"instrument" means a document in hard copy form,

"lien enforcement notice" has the meaning given in article 4 5 2,

"member" has the meaning given in section 112 of the Companies Act 2006,

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006,

"paid" means paid or credited as paid,

"participate", in relation to a directors' meeting, has the meaning given in article 2 2 3,

"partly paid" in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company,

"proxy notice" has the meaning given in article 3 2 6,

"secretary" means the secretary of the Company appointed in accordance with article 2 4 6 or 2 4 7 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

"securities seal" has the meaning given in article 4 4 2,

"shares" means shares in the Company,

"special resolution" has the meaning given in section 283 of the Companies Act 2006,

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006,

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law,

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

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1 1 2 The model articles of association for public companies contained in Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) shall not apply to the Company and the articles set out below shall be the articles of association of the Company

1 1 3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company

1 1 4 In these articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

1 1 5 The headings used in these articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these articles

1 1 6 In these articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa

1 2 **Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

2 **DIRECTORS**

2 1 **Directors' Powers and Responsibilities**

Directors' general authority

2 1 1 Subject to these articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

Members' reserve power

2 1 2 (a) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

(b) No such special resolution invalidates anything which the directors have done before the passing of the resolution

Directors may delegate

2 1 3 (a) Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles—

(i) to such person or committee,

(ii) by such means (including by power of attorney),

(iii) to such an extent,

(iv) in relation to such matters or territories, and

(v) on such terms and conditions,

as they think fit

(b) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

(c) The directors may revoke any delegation in whole or part, or alter its terms and conditions

Committees

2 1 4 (a) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these articles which govern the taking of decisions by directors

- (b) The directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them

2 2 Decision-Making by Directors

Directors to take decisions collectively

2 2 1 Decisions of the directors may be taken—

- (a) at a directors' meeting, or
- (b) in the form of a directors' written resolution

Calling a directors' meeting

- 2 2 2 (a) Any director may call a directors' meeting
- (b) The Company secretary must call a directors' meeting if a director so requests
- (c) A directors' meeting is called by giving notice of the meeting to the directors
- (d) Notice of a directors' meeting must be given to each director, but need not be in writing
- (e) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

Participation in directors' meetings

- 2 2 3 (a) Subject to these articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
 - (i) the meeting has been called and takes place in accordance with these articles, and
 - (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (b) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- (c) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

Quorum for directors' meetings

- 2 2 4 (a) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (b) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two

Meetings where total number of directors less than quorum

- 2 2 5 (a) This article applies where the total number of directors for the time being is less than the quorum for directors' meetings
- (b) If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so
- (c) If there is more than one director—
- (i) a directors' meeting may take place, if it is called in accordance with these articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so, and
- (ii) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

Chairing directors' meetings

- 2 2 6 (a) The directors may appoint a director to chair their meetings
- (b) The person so appointed for the time being is known as the chairman
- (c) The directors may appoint other directors as deputy or assistant chairmen to chair directors' meetings in the chairman's absence
- (d) The directors may terminate the appointment of the chairman, deputy or assistant chairman at any time
- (e) If neither the chairman nor any director appointed generally to chair directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

Voting at directors' meetings: general rules

- 2 2 7 (a) Subject to these articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors
- (b) Subject to these articles, each director participating in a directors' meeting has one vote

Chairman's casting vote at directors' meetings

- 2 2 8 (a) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- (b) But this does not apply if, in accordance with these articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

Alternates voting at directors' meetings

2 2 9 A director who is also an alternate director has an additional vote on behalf of each appointor who is—

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

Conflicts of interest

2 2 10 (a) Subject to article 2 2 10(b), notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes

(b) The directors have the power to authorise a director's conflict of interest under section 175(4)(b) of the Companies Act 2006. If the directors propose to exercise this power, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes

(c) Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office—

- (i) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (ii) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested, and
- (iii) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest

Proposing directors' written resolutions

2 2 11 (a) Any director may propose a directors' written resolution

(b) The Company secretary must propose a directors' written resolution if a director so requests

(c) A directors' written resolution is proposed by giving notice of the proposed resolution to the directors

(d) Notice of a proposed directors' written resolution must indicate the proposed resolution and must be given in writing to each director

(e) Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

Adoption of directors' written resolutions

- 2 2 12 (a) A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, provided that those directors would have formed a quorum at such a meeting
- (b) Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with these articles
- (c) The Company secretary must ensure that the Company keeps a record, in writing, of all directors' written resolutions for at least ten years from the date of their adoption

Directors' discretion to make further rules

- 2 2 13 Subject to these articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

2 3 Appointment of Directors

Methods of appointing directors

- 2 3 1 As at the date of adoption of these articles, the directors of the Company are Peter Cullum, Andrew Horner and Ian Patrick
- 2 3 2 For so long as the Company has only one member, a director may only be appointed by written notice given by such member to the Company's registered office appointing any person, who is so willing and is permitted by law to do so, to be a director of the Company
- 2 3 3 Where the Company has two or more members, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by
- (a) ordinary resolution, or
- (b) a decision of the directors

Termination of director's appointment

- 2 3 4 For so long as the Company has only one member, a director's appointment may only be terminated by written notice given by such member to the Company at its registered office
- 2 3 5 Subject to paragraph 2 3 4 above, a person ceases to be a director as soon as—
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) that person is, or may be, suffering from mental disorder and either—
- (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom, or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have, or
- (e) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office
- (f) notification is received by the Company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms

Directors' remuneration

- 2 3 6
- (a) Directors may undertake any services for the Company that the directors decide
 - (b) Directors are entitled to such remuneration as the directors determine—
 - (i) for their services to the Company as directors, and
 - (ii) for any other service which they undertake for the Company
 - (c) Subject to these articles, a director's remuneration may—
 - (i) take any form, and
 - (ii) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
 - (d) Unless the directors decide otherwise, directors' remuneration accrues from day to day

Directors' expenses

- 2 3 7
- The Company may pay any reasonable expenses which the directors and/or any alternate directors properly incur in connection with their attendance at—
- (a) meetings of directors and/or any alternate directors or committees of directors and/or any alternate directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

2 4 Alternate Directors

Appointment and removal of alternates

- 2 4 1
- (a) Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to—
 - (i) exercise that director's powers, and

- (ii) carry out that director's responsibilities,
in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- (b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- (c) The notice must—
 - (i) identify the proposed alternate, and
 - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

Rights and responsibilities of alternate directors

- 2 4 2 (a) An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor
- (b) Except as these articles specify otherwise, alternate directors—
- (i) are deemed for all purposes to be directors,
 - (ii) are liable for their own acts and omissions,
 - (iii) are subject to the same restrictions as their appointors, and
 - (iv) are not deemed to be agents of or for their appointors
- (c) A person who is an alternate director but not a director—
- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (ii) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

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

- (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

Termination of alternate directorship

2 4 3 An alternate director's appointment as an alternate terminates—

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a director terminates

Secretary

- 2 4 4 The Company must have a secretary at all times
- 2 4 5 As at the date of adoption of these articles, the secretary of the Company is Andrew Hunter
- 2 4 6 For so long as the Company has only one member, a secretary may only be appointed or removed by written notice given by such member to the Company's registered office
- 2 4 7 Subject to article 2 4 6, the directors have the power to appoint a secretary. The directors may appoint the secretary for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them
- 2 4 8 The directors (or, for so long as the Company has only one member, such member) must take all reasonable steps to secure that any person appointed as secretary has the knowledge, experience and qualifications required under section 273 of the Companies Act 2006

3 DECISION-MAKING BY MEMBERS

3 1 Organisation of General Meetings

Notice of general meetings

- 3 1 1 (a) Every notice convening a general meeting of the Company must comply with the provisions of -
 - (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting, and
 - (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company

Attendance and speaking at general meetings

- 3 1 2 (a) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- (b) A person is able to exercise the right to vote at a general meeting when—
 - (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

- (11) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (c) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- (d) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- (e) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

Quorum for general meetings

- 3 1 3 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 3 1 4 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum
- 3 1 5 If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum

Chairing general meetings

- 3 1 6 (a) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- (b) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
 - (i) the directors present, or
 - (11) (if no directors are present), the meeting,
 must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- (c) The person chairing a meeting in accordance with this article is referred to as the **"chairman of the meeting"**

Attendance and speaking by directors and non-members

- 3 1 7 (a) Directors may attend and speak at general meetings, whether or not they are members
- (b) The chairman of the meeting may permit other persons who are not—
 - (i) members of the Company, or

- (ii) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting

Adjournment

- 3 1 8 (a) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved.
- (b) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (i) the meeting consents to an adjournment, or
 - (ii) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- (c) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (d) When adjourning a general meeting, the chairman of the meeting must—
- (i) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (ii) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (e) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (i) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (ii) containing the same information which such notice is required to contain
- (f) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

3 2 Voting at General Meetings

Voting: general

3 2 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles

3 2 2 (a) On a vote on a resolution at a general meeting on a show of hands -

- (i) each member who, being an individual, is present in person has one vote,
 - (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote, and
 - (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote
- (b) On a vote on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him

Errors and disputes

- 3 2 3 (a) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- (b) Any such objection must be referred to the chairman of the meeting whose decision is final

Demanding a poll

- 3 2 4 (a) A poll on a resolution may be demanded—
- (i) in advance of the general meeting where it is to be put to the vote, or
 - (ii) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (b) A poll may be demanded by—
- (i) the chairman of the meeting,
 - (ii) the directors,
 - (iii) two or more persons having the right to vote on the resolution,
 - (iv) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution, or
 - (v) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right
- (c) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member
- (d) A demand for a poll may be withdrawn if—
- (i) the poll has not yet been taken, and
 - (ii) the chairman of the meeting consents to the withdrawal

Procedure on a poll

- 3 2 5 (a) Subject to these articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs
- (b) The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared
- (c) The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded
- (d) A poll on—
- (i) the election of the chairman of the meeting, or
 - (ii) a question of adjournment,
- must be taken immediately
- (e) Other polls must be taken within 30 days of their being demanded
- (f) A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded
- (g) No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded
- (h) In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken

Content of proxy notices

- 3 2 6 (a) Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which—
- (i) states the name and address of the member appointing the proxy,
 - (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - (iv) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate and received at an address specified by the Company in the proxy notice
- (b) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (c) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (d) Unless a proxy notice indicates otherwise, it must be treated as—

- (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

Delivery of proxy notices

- 3 2 7 (a) Any notice of a general meeting must specify the address or addresses ("**proxy notification address**") at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- (b) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- (c) An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address
- (d) A notice revoking a proxy appointment only takes effect if it is delivered before—
- (i) the start of the meeting or adjourned meeting to which it relates, or
 - (ii) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates
- (e) If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

Amendments to resolutions

- 3 2 8 (a) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (i) notice of the proposed amendment is given to the Company secretary in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (ii) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- (b) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (i) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (ii) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- (c) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

3 3 Application of Rules to Class Meetings

Class meetings

- 3 3 1 The provisions of these articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares

4 SHARES AND DISTRIBUTIONS

4 1 Issue of Shares

Powers to issue different classes of share

- 4 1 1 (a) Subject to these articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- (b) The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

Payment of commissions on subscription for shares

- 4 1 2 (a) The Company may pay any person a commission in consideration for that person—
 - (i) subscribing, or agreeing to subscribe, for shares, or
 - (ii) procuring, or agreeing to procure, subscriptions for shares
- (b) Any such commission may be paid—
 - (i) in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and
 - (ii) in respect of a conditional or an absolute subscription

4 2 Allotment of Shares

- 4 2 1 The directors are generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to exercise any power of the Company to allot shares in the Company, and/or grant rights to subscribe for or to convert any security into such shares up to a maximum amount of 500,000,000 shares at any time or times during the period of five years from the date of incorporation of the Company and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement made by the Company so to do made by the Company within that period
- 4 2 2 The authority given to the directors to allot shares and grant rights to subscribe for or convert securities into shares of the Company under article 4 2 1 may be renewed, revoked or varied by ordinary resolution

- 4 2 3 Save as is permitted by section 586(2) of the Companies Act 2006, no shares of the Company may be allotted unless they are paid up at least as to one-quarter of their nominal value and the whole of any premium

4 3 Interests in Shares

Company not bound by less than absolute interests

- 4 3 1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or these articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

4 4 Share Certificates

Certificates to be issued except in certain cases

- 4 4 1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds
- (b) This article does not apply to shares in respect of which the Companies Acts permit the Company not to issue a certificate
- (c) Except as otherwise specified in these articles, all certificates must be issued free of charge
- (d) No certificate may be issued in respect of shares of more than one class
- (e) If more than one person holds a share, only one certificate may be issued in respect of it

Contents and execution of share certificates

- 4 4 2 (a) Every certificate must specify—
- (i) in respect of how many shares, of what class, it is issued,
- (ii) the nominal value of those shares,
- (iii) the amount paid up on them, and
- (iv) any distinguishing numbers assigned to them
- (b) Certificates must—
- (i) have affixed to them the Company's common seal or an official seal which is a facsimile of the Company's common seal with the addition on its face of the word "Securities" (a "securities seal"), or
- (ii) be otherwise executed in accordance with the Companies Acts

Consolidated share certificates

- 4 4 3 (a) When a member's holding of shares of a particular class increases, the Company may issue that member with—

- (i) a single, consolidated certificate in respect of all the shares of a particular class which that member holds, or
 - (ii) a separate certificate in respect of only those shares by which that member's holding has increased
- (b) When a member's holding of shares of a particular class is reduced, the Company must ensure that the member is issued with one or more certificates in respect of the number of shares held by the member after that reduction. But the Company need not (in the absence of a request from the member) issue any new certificate if—
 - (i) all the shares which the member no longer holds as a result of the reduction, and
 - (ii) none of the shares which the member retains following the reduction, were, immediately before the reduction, represented by the same certificate
- (c) A member may request the Company, in writing, to replace—
 - (i) the member's separate certificates with a consolidated certificate, or
 - (ii) the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify
- (d) When the Company complies with such a request it may charge such reasonable fee as the directors may decide for doing so
- (e) A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the Company for cancellation.

Replacement share certificates

- 4 4 4 (a) If a certificate issued in respect of a member's shares is—
- (i) damaged or defaced, or
 - (ii) said to be lost, stolen or destroyed,
- that member is entitled to be issued with a replacement certificate in respect of the same shares
- (b) A member exercising the right to be issued with such a replacement certificate—
- (i) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (ii) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (iii) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

4 5 Partly Paid Shares

Company's lien over partly paid shares

- 4 5 1 (a) The Company has a lien (the "**Company's lien**") over every share which is partly paid for any part of—
- (i) that share's nominal value, and
 - (ii) any premium at which it was issued,
- which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it
- (b) The Company's lien over a share—
- (i) takes priority over any third party's interest in that share, and
 - (ii) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share
- (c) The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

Enforcement of the Company's lien

- 4 5 2 (a) Subject to the provisions of this article, if—
- (i) a lien enforcement notice has been given in respect of a share, and
 - (ii) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the directors decide
- (b) A lien enforcement notice—
- (i) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
 - (ii) must specify the share concerned,
 - (iii) must require payment of the sum payable within 14 days of the notice,
 - (iv) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
 - (v) must state the Company's intention to sell the share if the notice is not complied with
- (c) Where shares are sold under this article—
- (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

- (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied—
 - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - (ii) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice
- (e) A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been sold to satisfy the Company's lien on a specified date—
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (ii) subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share

Call notices

- 4 5 3
- (a) Subject to these articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a member requiring the member to pay the Company a specified sum of money (a "**call**") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice
 - (b) A call notice—
 - (i) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium),
 - (ii) must state when and how any call to which it relates it is to be paid, and
 - (iii) may permit or require the call to be paid by instalments
 - (c) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent
 - (d) Before the Company has received any call due under a call notice the directors may—
 - (i) revoke it wholly or in part, or
 - (ii) specify a later time for payment than is specified in the notice,
 by a further notice in writing to the member in respect of whose shares the call is made

Liability to pay calls

- 4 5 4 (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them—
- (i) to pay calls which are not the same, or
- (ii) to pay calls at different times

When call notice need not be issued

- 4 5 5 (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium)—
- (i) on allotment,
- (ii) on the occurrence of a particular event, or
- (iii) on a date fixed by or in accordance with the terms of issue
- (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

Failure to comply with call notice: automatic consequences

- 4 5 6 (a) If a person is liable to pay a call and fails to do so by the call payment date—
- (i) the directors may issue a notice of intended forfeiture to that person, and
- (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- (b) For the purposes of this article—
- (i) the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "**call payment date**" is that later date,
- (ii) the "**relevant rate**" is—
- (1) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
- (2) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or

- (3) if no rate is fixed in either of these ways, 5 per cent per annum
- (c) The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- (d) The directors may waive any obligation to pay interest on a call wholly or in part

Notice of intended forfeiture

4 5 7 A notice of intended forfeiture—

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

Directors' power to forfeit shares

4 5 8 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

Effect of forfeiture

- 4 5 9 (a) Subject to these articles, the forfeiture of a share extinguishes—
- (i) all interests in that share, and all claims and demands against the Company in respect of it, and
 - (ii) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company
- (b) Any share which is forfeited in accordance with these articles—
- (i) is deemed to have been forfeited when the directors decide that it is forfeited,
 - (ii) is deemed to be the property of the Company, and
 - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit
- (c) If a person's shares have been forfeited—
- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members,

- (ii) that person ceases to be a member in respect of those shares,
 - (iii) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
 - (iv) that person remains liable to the Company for all sums payable by that person under these articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
 - (v) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- (d) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

Procedure following forfeiture

- 4 5 10 (a) If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- (b) A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date—
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (ii) subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share
- (c) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
- (d) If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which—
- (i) was, or would have become, payable, and
 - (ii) had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

Surrender of shares

- 4 5 11 (a) A member may surrender any share—
- (i) in respect of which the directors may issue a notice of intended forfeiture,

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

4 6 Transfer and Transmission of Shares

Share Transfers

- 4 6 1 The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent

Transfers of shares

- 4 6 2 (a) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of—
- (i) the transferor, and
 - (ii) (if any of the shares is partly paid) the transferee
- (b) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- (c) The Company may retain any instrument of transfer which is registered
- (d) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

Transmission of shares

- 4 6 3 (a) If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share
- (b) Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

Transmittees' rights

- 4 6 4 (a) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (i) may, subject to these articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (ii) subject to these articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- (b) But transmittes do not have the right to attend or vote at a general meeting in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

Exercise of transmittes' rights

- 4 6 5 (a) Transmittes who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish
- (b) If the transmittes wishes to have the share transferred to another person, the transmittes must execute an instrument of transfer in respect of it

Transfer Provisions applicable to Transmission

4 6 6 All articles relating to the transfer of shares apply to -

- (a) any notice in writing given to the Company by a transmittes in accordance with article 4 6 5(a), and
- (b) any instrument of transfer executed by a transmittes in accordance with article 4 6 5(b),

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

Transmittes bound by prior notices

- 4 6 7 If a notice is given to a member in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice if it was given to the member before the transmittes's name has been entered in the register of members

4 7 Consolidation of Shares

Procedure for disposing of fractions of shares

- 4 7 1 (a) This article applies where—
 - (i) there has been a consolidation or division of shares, and
 - (ii) as a result, members are entitled to fractions of shares
- (b) The directors may—
 - (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable,
 - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - (iii) distribute the net proceeds of sale in due proportion among the holders of the shares
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be

distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

- (d) The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

4 8 Distributions

Procedure for declaring dividends

- 4 8 1
- (a) The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
 - (b) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors
 - (c) No dividend may be declared or paid unless it is in accordance with members' respective rights
 - (d) Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it
 - (e) If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
 - (f) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
 - (g) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

Calculation of dividends

- 4 8 2
- (a) Except as otherwise provided by these articles or the rights attached to shares, all dividends must be—
 - (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - (ii) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
 - (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

- (c) For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

Payment of dividends and other distributions

- 4 8 3 (a) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
- (i) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (ii) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (iii) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
 - (iv) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- (b) In these articles, the "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable—
- (i) the holder of the share, or
 - (ii) if the share has two or more joint holders, whichever of them is named first in the register of members, or
 - (iii) if the holder is no longer entitled to the share by reason of death or bankruptcy, or
 - (iv) otherwise by operation of law, the transmittee

Deductions from distributions in respect of sums owed to the Company

- 4 8 4 (a) If—
- (i) a share is subject to the Company's lien, and
 - (ii) the directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice
- (b) Money so deducted must be used to pay any of the sums payable in respect of that share
- (c) The Company must notify the distribution recipient in writing of—

- (i) the fact and amount of any such deduction,
- (ii) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- (iii) how the money deducted has been applied

No interest on distributions

4 8 5 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company

Unclaimed distributions

4 8 6 (a) All dividends or other sums which are—

- (i) payable in respect of shares, and
- (ii) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed

- (b) The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

(c) If—

- (i) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (ii) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

Non-cash distributions

4 8 7 (a) Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

- (b) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (i) fixing the value of any assets,

- (ii) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (iii) vesting any assets in trustees

Waiver of distributions

4 8 8 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

4 9 Capitalisation of Profits

Authority to capitalise and appropriation of capitalised sums

4 9 1 (a) Subject to these articles, the directors may, if they are so authorised by an ordinary resolution—

- (i) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (ii) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions

(b) Capitalised sums must be applied—

- (i) on behalf of the persons entitled, and
- (ii) in the same proportions as a dividend would have been distributed to them

(c) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

(d) A capitalised sum which was appropriated from profits available for distribution may be applied—

- (i) in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
- (ii) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

(e) Subject to these articles the directors may—

- (i) apply capitalised sums in accordance with paragraphs (c) and (d) partly in one way and partly in another,
- (ii) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
- (iii) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

5 MISCELLANEOUS PROVISIONS

5 1 Communications

Means of communication to be used

- 5 1 1 (a) Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- (b) Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website
- (c) Subject to these articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- (d) A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 5 1 2 If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders
- 5 1 3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website

- (d) For the purposes of this article 5 1 3, no account shall be taken of any part of a day that is not a working day

5 2 Administrative Arrangements

Company seals

- 5 2 1 (a) Any common seal may only be used by the authority of the directors or any committee of directors
- (b) The directors may decide by what means and in what form any common seal or securities seal is to be used
- (c) Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by—
 - (i) an authorised person in the presence of a witness who attests the signature, or
 - (ii) two authorised persons
- (d) For the purposes of this article, an authorised person is—
 - (i) any director of the Company,
 - (ii) the Company secretary, or
 - (iii) any person authorised by the directors for the purpose of signing documents to which the common seal is applied
- (e) If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors
- (f) If the Company has a securities seal, it may only be affixed to securities by the Company secretary or a person authorised to apply it to securities by the Company secretary
- (g) For the purposes of these articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the directors in relation to that document or documents of a class to which it belongs

Destruction of documents

- 5 2 2 (a) The Company is entitled to destroy—
 - (i) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration,
 - (ii) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded,
 - (iii) all share certificates which have been cancelled from one year after the date of the cancellation,

- (iv) all paid dividend warrants and cheques from one year after the date of actual payment, and
 - (v) all proxy notices from one year after the end of the meeting to which the proxy notice relates
- (b) If the Company destroys a document in good faith, in accordance with these articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the Company that—
 - (i) entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made,
 - (ii) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered,
 - (iii) any share certificate so destroyed was a valid and effective certificate duly and properly cancelled, and
 - (iv) any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the Company
- (c) This article does not impose on the Company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so
- (d) In this article, references to the destruction of any document include a reference to its being disposed of in any manner

No right to inspect accounts and other records

- 5 2 3 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

Provision for employees on cessation of business

- 5 2 4 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

5 3 Directors' Indemnity and Insurance

Indemnity

- 5 3 1 (a) Subject to paragraph (b) below, a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against—
- (i) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,

- (ii) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (iii) any other liability incurred by that director as an officer of the Company or an associated company
- (b) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law
- (c) In this article—
 - (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (ii) a "**relevant director**" means any director or former director of the Company or an associated company

Insurance

- 5 3 2
- (a) The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss
 - (b) In this article—
 - (i) a "**relevant director**" means any director or former director of the Company or an associated company,
 - (ii) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant director in connection with that director'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, and
 - (iii) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate