

Company No 07383076

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

of

FORGE RECYCLING (UK) LIMITED

Incorporated 21 September 2010

(Adopted by special resolution on 2 November 2022)

PRIVATE COMPANY LIMITED BY SHARES



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CONTENTS

	Page
1 MODEL ARTICLES	1
2 INTERPRETATION	1
3 LIMITATION OF LIABILITY	3
4 NAME	3
6 DIRECTORS TO TAKE DECISIONS COLLECTIVELY	3
7 UNANIMOUS DECISIONS	4
8 CALLING A DIRECTORS' MEETING	4
9 PARTICIPATION IN DIRECTORS' MEETINGS	4
10 QUORUM FOR DIRECTORS' MEETINGS	5
11 CHAIRING OF DIRECTORS' MEETINGS	5
12 CHAIRMAN'S CASTING VOTE	5
13 ALTERNATES VOTING AT DIRECTORS' MEETINGS	5
14 RECORDS OF DECISIONS TO BE KEPT	5
15 DIRECTORS' INTERESTS IN TRANSACTIONS AND ARRANGEMENTS WITH THE COMPANY	6
16 POWERS OF DIRECTORS TO AUTHORISE CONFLICTS OF INTEREST	6
17 NUMBER AND METHOD OF APPOINTING DIRECTORS	8
18 TERMINATION OF DIRECTOR'S APPOINTMENT	9
19 ALTERNATE DIRECTORS AND SECRETARY	9
20 SECRETARY	10
21 ALL SHARES TO BE FULLY PAID UP	10
22 COMPANY'S LIEN OVER PARTLY PAID SHARES	10
23 CALLS ON SHARES AND FORFEITURE	11
24 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	12
25 DIRECTORS' AUTHORITY TO ALLOT SHARES	12
27 SHARE TRANSFERS	12
28 DIRECTORS' POWERS ON TRANSFER OF SHARES	13
31 TRANSMISSION OF SHARES	13

32	EXERCISE OF TRANSMITTEES' RIGHTS	14
33	TRANSMITTEES BOUND BY PRIOR NOTICES	14
34	PURCHASE OF OWN SHARES OUT OF CAPITAL	14
35	FRACTIONAL ENTITLEMENTS	14
36	CALCULATION OF DIVIDENDS	15
37	NOTICE OF GENERAL MEETINGS	15
38	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	15
39	QUORUM FOR GENERAL MEETINGS	15
40	CHAIRING GENERAL MEETINGS	15
41	VOTING AT GENERAL MEETINGS	16
42	POLL VOTES	16
43	CONTENT OF PROXY NOTICES	16
44	DELIVERY OF PROXY NOTICES	17
45	NOTICES AND COMMUNICATIONS	17
42	PARENT COMPANY	18

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FORGE RECYCLING (UK) LIMITED

(the "Company")

Incorporated 21 September 2010

(Adopted by special resolution passed on 2 November 2022)

1. MODEL ARTICLES

- 1.1 The Model Articles apply to the Company except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles and, subject to any such modifications, exclusions or inconsistencies will, together with these Articles, constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 Notwithstanding the generality of Article 1.1, Articles 7 to 15 (inclusive), 17, 18, 23, 26 to 28 (inclusive), 37 to 39 (inclusive), 45, 46 and 48 of the Model Articles do not apply to the Company.

2. INTERPRETATION

- 2.1 In the Articles, unless the context requires otherwise:-

"Act"	means the Companies Act 2006
"Acting In Concert"	has the meaning given in the City Code on Takeovers and Mergers which is in force at the date of adoption of these Articles
"Alternate" or "Alternate Director"	has the meaning given to it in Article 18.1
"Appointor"	has the meaning given to it in Article 18.1
"Articles"	means the Company's articles of association
"Bankruptcy"	means includes individual insolvency proceedings in a jurisdiction other than England and Wales, Scotland or Northern Ireland which have an effect similar to that of bankruptcy
"Business Day"	means any day (other than a Saturday or Sunday) on which clearing banks in the City of London are open for the transaction of normal sterling banking business

"Chairman"	has the meaning given to it in Article 10
"Director"	means a director for the time being of the Company, and includes any person occupying the position of director, by whatever name called
"Document"	means includes, unless otherwise specified, any document sent or supplied in
"Eligible Director"	means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of a particular matter)
"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
"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
"Model Articles"	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles
"Paid"	means paid or credited as paid
"Participate"	in relation to a directors' meeting, has the meaning given in Article 8
"Proxy Notice"	has the meaning given in Article 39.1
"Relevant Company"	has the meaning set out in Article 15.11
"Shareholder"	means a person who is the holder of a share
"Secured Institution"	has the meaning set out in Article 21.5
"Shares"	means shares in the Company
"Subsidiary"	has the meaning given in section 1159 of the Act
"Transmittee"	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law

- 2.2 References in these Articles to Shares being **"paid"** means those Shares being paid or credited as paid.
- 2.3 References in these Articles to **"writing"** means representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 2.4 References in these Articles to a document includes, unless otherwise specified, any document sent or supplied in electronic form.

2.5 Unless the context otherwise requires:-

2.5.1 words in the singular include the plural and vice versa;

2.5.2 words in one gender include the other genders; and

2.5.3 words importing natural persons include corporations.

2.6 Words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles including the following words which are defined in the following sections of the Act:-

Word(s)/expression	Section Number in Act
electronic form	section 1168
equity share capital	section 548
hard copy form	section 1168
ordinary resolution	section 282
special resolution	section 283
working day	section 1173

2.7 A reference to an Article by number is to the relevant article of these Articles.

2.8 Headings used in these Articles do not affect their construction or interpretation.

2.9 References to a statute or statutory provision is a reference to it as it is in force as at the date of adoption of these Articles.

3. **LIMITATION OF LIABILITY**

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

4. **NAME**

The Company may change its name by resolution of the board.

5. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

5.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 6.

5.2 If:-

5.2.1 the Company only has one director for the time being; and

5.2.2 no provision of the Articles requires it to have more than one director;

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

5.3 All acts done by a meeting of directors, or a committee of directors or by any director shall, even if it is discovered afterwards that:-

5.3.1 there was a defect in the appointment of any director; or

5.3.2 any director had been disqualified from holding office; or

5.3.3 any director had vacated office or was not entitled to vote;

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

6. **UNANIMOUS DECISIONS**

6.1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

6.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each Eligible Director has otherwise indicated agreement in writing.

6.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

7. **CALLING A DIRECTORS' MEETING**

7.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.

7.2 Notice of any directors' meeting must indicate:-

7.2.1 its proposed date and time;

7.2.2 where it is to take place;

7.2.3 the proposed business of the meetings;

7.2.4 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

7.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

7.4 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 seven 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.

8. **PARTICIPATION IN DIRECTORS' MEETINGS**

8.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-

8.1.1 the meeting has been called and takes place in accordance with the Articles; and

8.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

8.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

- 8.3 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.

9. QUORUM FOR DIRECTORS' MEETINGS

- 9.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 9.2 The quorum for the transaction of business at a meeting of the directors is any two directors provided that:

9.2.1 if and so long as there is only one director the quorum shall be one; and

9.2.2 for the purposes of any meeting (or part of a meeting) held pursuant to Article 15 to authorise a director's conflict of interest, if there is only one director who is not interested in the relevant conflict, the quorum for such a meeting (or part of a meeting) shall be one Eligible Director.

- 9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:-

9.3.1 to appoint further directors; or

9.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

10. CHAIRING OF DIRECTORS' MEETINGS

- 10.1 The directors may appoint a director to chair their meetings.

- 10.2 The person so appointed for the time being is known as the Chairman.

- 10.3 The directors may terminate the Chairman's appointment at any time.

- 10.4 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

11. CHAIRMAN'S CASTING VOTE

- 11.1 Subject to Article 11.2, if the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or other director chairing the meeting has a casting vote.

- 11.2 The Chairman or other director chairing a meeting (or part of a meeting) shall not have a casting vote if, in accordance with the Articles, the Chairman, or other director, is not an Eligible Director for the purposes of that meeting (or part of a meeting).

12. ALTERNATES VOTING AT DIRECTORS' MEETINGS

- 12.1 A director who is also an Alternate Director has an additional vote on behalf of each appointor who is:-

12.1.1 not participating in a directors' meeting, and

12.1.2 would have been entitled to vote if they were participating in it.

13. RECORDS OF DECISIONS TO BE KEPT

- 13.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

14. DIRECTORS' INTERESTS IN TRANSACTIONS AND ARRANGEMENTS WITH THE COMPANY

14.1 Subject to the provisions of the Act, to Article 15, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

14.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

14.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

14.1.3 shall not, by reason of his office, be accountable to the Company for any benefit 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 such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

14.2 For the purposes of Article 14.1:-

14.2.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

14.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

14.3 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

14.4 Subject to Article 14.5, if a question arises at a meeting of directors or of a committee of director as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

14.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

14.6 Subject to:-

14.6.1 the provisions of Sections 177 and 182 of the Act; and

14.6.2 to the terms of any authorisation of a conflict made in accordance with the provisions of Article 15

a director may vote at any meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty. The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

15. POWERS OF DIRECTORS TO AUTHORISE CONFLICTS OF INTEREST

15.1 The directors may authorise, to the fullest extent permitted by law, any matter proposed to them which would, if not so authorised, result in a director infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

- 15.2 Authorisation of a matter under Article 15.1:-
- 15.2.1 is effective only if the matter has been proposed to the directors by its being submitted in writing for consideration at a meeting of the directors or for the authorisation of the directors by resolution in writing and in accordance with the Board's normal procedures or in such other manner as the Board may approve;
 - 15.2.2 is effective only if the director in question provides the other directors with written details of the matter in respect of which authorisation is being sought (includes the nature and extent of his interest in such matter) or in such other manner as the other directors may from time to time direct;
 - 15.2.3 is effective only if any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director; and
 - 15.2.4 is effective only if the matter has been agreed to without the director in question and any other interested director voting or would have been agreed to if their votes had not been counted.
 - 15.2.5 may be given subject to any limits or conditions (including as to duration) as the directors may expressly impose from time to time; and
 - 15.2.6 may be varied or terminated by the directors at any time (but this will not affect anything done by the relevant director prior to such variation or termination in accordance with the terms of such authority).)
- 15.3 Any authorisation of a matter under Article 15.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised but do not apply to any conflict of interest arising in relation to any transaction or arrangement with the Company.
- 15.4 The Board may vary the terms or duration of any authorisation given pursuant to Article 15.1 (including any limits or conditions imposed on it) or revoke such authorisation. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 15.5 Any terms imposed by the Board under Article 15.4 may include (without limitation):-
- 15.5.1 whether the director may vote (or be counted in the quorum) at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution relating to the relevant matter;
 - 15.5.2 whether the director is to be given any documents or other information in relation to the relevant matter; and
 - 15.5.3 whether the director is to be excluded from discussions in relation to the relevant matter at a meeting of the Board or any committee or sub-committee of the Board or otherwise.
- 15.6 The director shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through his position as a director of the Company) to the Company or to use or apply it in performing his duties as a director if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter.
- 15.7 A director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the Board may impose in respect of its authorisation of the director's conflict of interest or possible conflict of interest under Article 15.1.
- 15.8 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under

Article 15.1 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

15.9 Subject to his declaring the nature and extent of the interest save in the case of an interest falling within Article 15.9.1 below which shall not require to be so declared), a director is permitted to have an interest of the following kind:-

15.9.1 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

15.9.2 where a director (or any person connected with him) is a director or other officer of or employed by or otherwise interested (including by the holding of shares) in any relevant company;

15.9.3 where the director (or any person connected with him) is a party to or otherwise interested in any contract transaction or arrangement with a relevant company or in which the company is otherwise interested;

15.9.4 where the director (or any person connected with him) acts (or any firm of which he is a partner, employee or member acts) in a professional capacity for a relevant company (other than as auditor) whether or not he is remunerated for such actions;

15.9.5 any other interest authorised by the directors and no authorisation pursuant to Article 15 shall be required in relation to such an interest.

15.10 A person is connected with a director if he is connected to him in terms of section 252 of the Act.

15.11 For the purposes of Article 15.9, relevant company means:-

15.11.1 the Company;

15.11.2 any subsidiary or subsidiary undertakings of the Company;

15.11.3 any holding company of the Company or any subsidiary or subsidiary undertaking of any such holding company; or

15.11.4 any body corporate in which the Company is otherwise interested;

15.12 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

16. **NUMBER AND METHOD OF APPOINTING DIRECTORS**

16.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors shall not be less than one director.

16.2 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:-

16.2.1 by ordinary resolution; or

16.2.2 by a decision of the directors.

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

16.4 For the purposes of Article 16.3, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

17. **TERMINATION OF DIRECTOR'S APPOINTMENT**

17.1 A person ceases to be a director as soon as:-

- 17.1.1 that person ceases to be a director by virtue of any provision of the Act or these Articles or is prohibited from being a director by law;
- 17.1.2 a bankruptcy order is made against that person;
- 17.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 17.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 17.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 17.1.6 he is convicted of a criminal offence (other than a motoring offence or series of offences not resulting in disqualification) and the directors resolve that his office be vacated; or
- 17.1.7 in the case of a person who is also an employee of the Company he ceases to be such an employee; or
- 17.1.8 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- 17.1.9 all the other directors unanimously resolve that his office be vacated.

17.2 In addition and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution (whether at a general meeting or in writing and without special notice) remove any director before the expiration of his period of office and may by ordinary resolution (whether at a general meeting or in writing and without any special notice) appoint another director in his place.

18. **ALTERNATE DIRECTORS AND SECRETARY**

18.1 Any director (the "**Appointor**") may appoint as an alternate (the "**Alternate Director**") any director, or any other person approved by resolution of the directors, to:-

- 18.1.1 exercise that director's powers, and
- 18.1.2 carry out that director's responsibilities.

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

18.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

18.3 The notice must:-

- 18.3.1 identify the proposed alternate, and
- 18.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

18.4 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's Appointor.

18.5 Alternate directors:-

- 18.5.1 are liable for their own acts and omissions;
- 18.5.2 are subject to the same restrictions as their Appointors; and
- 18.5.3 are not deemed to be agents of or for their Appointors.

18.6 A person who is an alternate but not a director:-

- 18.6.1 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
- 18.6.2 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.

18.7 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

18.8 An alternate director's appointment as an alternate terminates:-

- 18.8.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 18.8.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- 18.8.3 on the death of the alternate's Appointor; or
- 18.8.4 when the alternate's Appointor's appointment as a director terminates, except that an alternate's appointment as an alternate does not terminate when the Appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting.

19. **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time to remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

20. **ALL SHARES TO BE FULLY PAID UP**

- 20.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 20.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

21. **COMPANY'S LIEN OVER PARTLY PAID SHARES**

- 21.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

- 21.2 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 21.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 21.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.
- 21.5 Notwithstanding anything contained in these articles, the directors may not exercise the Company's rights of lien over any share that has been mortgaged, charged or pledged by way of security to any bank, institution or other person to which such shares have been charged by way of security (or a person acting as agent or security trustee for such person (a "**Secured Institution**").

22. **CALLS ON SHARES AND FORFEITURE**

- 22.1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which of the call was made.
- 22.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 22.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 22.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 22.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid when due all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 22.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 22.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 22.8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture

shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

- 22.9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before a sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 22.10 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment 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.
- 22.11 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

23. **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

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

The Company may recognise in such manner and to such extent as it may in its absolute discretion think fit, any trusts in respect of shares. If the Company does recognise any such trust, it is not bound to see the execution, administration and governance of any trust (whether express, implied or constructive) in respect of any shares and shall be entitled to recognise and give effect to the acts and deeds of the holders of such shares as if they were the absolute owner of such shares. In this Article, "trust" includes any right in respect of any shares other than and absolute right or any other rights in transmission.

24. **DIRECTORS' AUTHORITY TO ALLOT SHARES**

Save to the extent authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

25. **SHARE TRANSFERS**

- 25.1 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 the transferor.
- 25.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 25.3 The Company may retain any instrument of transfer which is registered.
- 25.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

26. DIRECTORS' POWERS ON TRANSFER OF SHARES

- 26.1 The directors may at any time require any Shareholder or any person named as transferee in an instrument of transfer lodged for registration to give the directors such information and evidence as the directors believe is relevant to ensure that a transfer of Shares is being made in accordance with these Articles or that no circumstances have arisen which would result in a Transfer Notice being bound to be given or being deemed to have been given.
- 26.2 If the directors are not given such information or evidence within 20 days after they have requested it, the directors may in their absolute discretion give notice of refusal to register the transfer concerned together with reasons for the refusal to the person named as transferee or require the Shareholder by written notice to give a Transfer Notice in respect of the relevant Shares. If the information or evidence received by the directors discloses to their satisfaction that a Shareholder may be bound to give or is deemed to have given a Transfer Notice, the directors may in their absolute discretion by written notice to the relevant Shareholder require that a Transfer Notice be given in respect of the relevant Shares.
- 26.3 An obligation to transfer a Share under these Articles is an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.
- 26.4 Notwithstanding any other provision of these articles:
- 26.4.1 the directors shall not decline to register or delay in registering any transfer of any share;
 - 26.4.2 no holder of shares will be required to comply with any provision of these articles which restricts the transfer of shares or which requires any shares to be first offered to all or any current shareholders of the Company before any transfer may take place; and
 - 26.4.3 no holder of shares will have any right under these articles or otherwise to require such shares to be transferred to them whether for consideration or otherwise
- where such transfer is:-
- 26.4.4 to any Secured Institution or its nominee or delegate; or
 - 26.4.5 delivered to the Company for registration by a Secured Institution or its nominee or delegate in order to perfect its security over the shares; or
 - 26.4.6 executed by a Secured Institution or its nominee or delegate pursuant to a power of sale or other power existing under such security,
- and the directors shall forthwith upon receipt register any such transfer of shares.

27. TRANSMISSION OF SHARES

- 27.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 27.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:-
- 27.2.1 may, subject to the Articles within 28 clear days of written notice to that effect, choose either to become the holder of those shares or to have them transferred to another person (and if no choice is made by the transferee, he shall be deemed to have elected to become the holder of those shares); and
 - 27.2.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had save that the transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution in respect of shares

to which he is entitled, by reason of the holder's death or bankruptcy or otherwise, unless he becomes the holder of those shares.

27.3 Article 25 shall apply to the notice referred to in Article 27.2.1 as if it were an instrument of transfer executed by the shareholder and the event resulting in title to the share passing to the transmittee had not occurred.

28. **EXERCISE OF TRANSMITTEES' RIGHTS**

28.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

28.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

28.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

29. **TRANSMITTEES BOUND BY PRIOR NOTICES**

29.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name or the name of any person nominated by the transmittee in accordance with Article 27.2 has been entered in the register of members.

30. **PURCHASE OF OWN SHARES OUT OF CAPITAL**

30.1 Subject to the Act, but without prejudice to any other provisions of these Articles, the Company may purchase its own Shares with cash up to any amount in a financial year, not exceeding the lower of:

30.1.1 £15,000 (fifteen thousand pounds); or

30.1.2 the nominal value of 5% of its fully paid share capital as at the beginning of the financial year.

30.2 If the share capital of the Company is not denominated in sterling, the value in sterling of the share capital shall be calculated, for the purpose of Clause 30.1, at an appropriate spot rate of exchange prevailing on a day specified in the resolution authorising the purchase of Shares.

31. **FRACTIONAL ENTITLEMENTS**

31.1 If on any consolidation and division or sub-division of shares, shareholders are entitled to fractions of shares, the directors may:-

31.1.1 sell the shares representing the fractions to any person (including the Company) for the best price reasonably obtainable; and

31.1.2 distribute the net proceeds of sale in due proportion among the holders of the shares.

31.2 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 shareholder'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.

31.3 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.

31.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

32. CALCULATION OF DIVIDENDS

- 32.1 Except as otherwise produced by these Articles or the rights attached to the shares, all dividends must be declared and distributed amongst the holders of shares proportionately according to the number of shares held (irrespective of the amount paid up on such shares).
- 32.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

33. NOTICE OF GENERAL MEETINGS

- 33.1 The notice of a general meeting of the Company must state:-

- 33.1.1 the time and date of the meeting;
- 33.1.2 the place of the meeting; and
- 33.1.3 the general nature of the business to be transacted.

34. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 34.1 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.
- 34.2 A person is able to exercise the right to vote at a general meeting when:-
- 34.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 34.2.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 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.

35. QUORUM FOR GENERAL MEETINGS

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.

36. CHAIRING GENERAL MEETINGS

- 36.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 36.2 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:-
- 36.2.1 the directors present; or
- 36.2.2 (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 36.3 The person chairing a meeting in accordance with this Article is referred to as **"the chairman of the meeting"**.

37. **VOTING AT GENERAL MEETINGS**

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

38. **POLL VOTES**

- 38.1 A poll on a resolution may be demanded:-

38.1.1 in advance of the general meeting where it is to be put to the vote; or

38.1.2 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.

- 38.2 A poll may be demanded by:-

38.2.1 the chairman of the meeting;

38.2.2 the directors;

38.2.3 two or more persons having the right to vote on the resolution; or

38.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

- 38.3 A demand for a poll may be withdrawn if:-

38.3.1 the poll has not yet been taken, and

38.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

- 38.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

39. **CONTENT OF PROXY NOTICES**

- 39.1 Proxies may only validly be appointed by a notice in writing (a **"proxy notice"**) which:-

39.1.1 states the name and address of the shareholder appointing the proxy;

39.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

39.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

39.1.4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid unless the directors in their absolute discretion, at any time before the start of the meeting (or adjourned meeting) and otherwise determine and accept the proxy notice.

39.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

39.3 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.

39.4 Unless a proxy notice indicates otherwise, it must be treated as:-

39.4.1 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

39.4.2 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.

40. **DELIVERY OF PROXY NOTICES**

40.1 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.

40.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

40.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

40.4 If a proxy notice is not executed 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.

41. **NOTICES AND COMMUNICATIONS**

41.1 The Company may send, supply or give any document, information or notice to a Shareholder by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant Shareholder (provided that Shareholder has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.

41.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

41.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.

41.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-

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

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

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

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

41.7 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

41.8 Any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

42. PARENT COMPANY

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

- 42.1.1 the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed, but so that any such removal shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed;
- 42.1.2 no securities or Shares may be issued or agreed to be issued or put under option without the consent of the Parent Company; and

42.1.3 any or all powers of the directors will be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice must be in writing served on the Company and signed on behalf of the Parent Company by any two of its directors or by any one of its directors and its secretary or some other person duly authorised for the purpose.

42.2 No person dealing with the Company will be concerned to see or enquire as to whether the powers of the directors have been in any way restricted under this Article or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party will be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.