

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9024588**

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

WESTGATE ALUMINIUM EXTRUSION LTD

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

Given at Companies House, Cardiff, on **6th May 2014**



N09024588N

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 06/05/2014



X37CEFM1

*Company Name
in full:*

WESTGATE ALUMINIUM EXTRUSION LTD

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**UNIT 17, MORGANS BUSINESS PARK BETTYS LANE
NORTON CANES
STAFFORDSHIRE
UNITED KINGDOM
WS11 9UU**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**

Full forename(s): **MR DARREN WILLIAM**

Surname: **GOULD**

Former names:

Service Address: **UNIT 17, MORGANS BUSINESS PARK BETTYS LANE
NORTON CANES
STAFFORDSHIRE
UNITED KINGDOM
WS11 9UU**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **11/06/1970**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **06/05/2014**

Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **MR ANDREW MICHAEL**

Surname: **HATTERSLEY**

Former names:

Service Address: **UNIT 17, MORGANS BUSINESS PARK BETTYS LANE
NORTON CANES
STAFFORDSHIRE
UNITED KINGDOM
WS11 9UU**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **11/02/1971** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **06/05/2014** *Authenticated:* **YES**

Company Director **3**

Type: **Person**
Full forename(s): **MR GARY LEE**

Surname: **MOUNTFORD**

Former names:

Service Address: **UNIT 17, MORGANS BUSINESS PARK BETTYS LANE
NORTON CANES
STAFFORDSHIRE
UNITED KINGDOM
WS11 9UU**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **06/11/1965** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **06/05/2014** *Authenticated:* **YES**

Company Director 4

Type: **Person**
Full forename(s): **MR COLIN DENNIS**

Surname: **O'NEILL**

Former names:

Service Address: **UNIT 17, MORGANS BUSINESS PARK BETTYS LANE
NORTON CANES
STAFFORDSHIRE
UNITED KINGDOM
WS11 9UU**

Country/State Usually Resident: **WALES**

Date of Birth: **13/11/1964** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **06/05/2014** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY A	<i>Number allotted</i>	750
		<i>Aggregate nominal value</i>	750
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

"A" ORDINARY SHARES HAVE FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND CAPITAL DISTRIBUTIONS.

Class of shares	ORDINARY B	<i>Number allotted</i>	250
		<i>Aggregate nominal value</i>	250
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

"B" ORDINARY SHARES HAVE FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND CAPITAL DISTRIBUTIONS.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	750
		<i>Total aggregate nominal value</i>	750
<i>Currency</i>	GBP	<i>Total number of shares</i>	250
		<i>Total aggregate nominal value</i>	250

Initial Shareholdings

Name: **DARREN WILLIAM GOULD**

Address: **11 TREVITHICK CLOSE
BURNTWOOD
STAFFORDSHIRE
UNITED KINGDOM
WS7 9LB**

Class of share: **ORDINARY A**

Number of shares: **250**

Currency: **GBP**

*Nominal value of
each share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **ANDREW MICHAEL HATTERSLEY**

Address: **807 SUTTON ROAD
ALDRIDGE
WEST MIDLANDS
UNITED KINGDOM
WS9 0QJ**

Class of share: **ORDINARY A**

Number of shares: **250**

Currency: **GBP**

*Nominal value of
each share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **GARY LEE MOUNTFORD**

Address: **5 FUCHSIA CLOSE
PRIORSLEE
TELFORD
SHROPSHIRE
UNITED KINGDOM
TF2 9PG**

Class of share: **ORDINARY A**

Number of shares: **250**

Currency: **GBP**

*Nominal value of
each share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: COLIN DENNIS O'NEILL

Address: ASHLEIGH, 164 FIDLAS ROAD
CARDIFF
WALES
CF14 5LZ

Class of share: ORDINARY B

Number of shares: 250

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **HIGGS & SONS SOLICITORS**

Agent's Address: **3 WATERFRONT BUSINESS PARK DUDLEY ROAD
BRIERLEY HILL
WEST MIDLANDS
UNITED KINGDOM
DY5 1LX**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **HIGGS & SONS SOLICITORS**

Agent's Address: **3 WATERFRONT BUSINESS PARK DUDLEY ROAD
BRIERLEY HILL
WEST MIDLANDS
UNITED KINGDOM
DY5 1LX**

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION
OF
WESTGATE ALUMINIUM EXTRUSION LIMITED
("the Company")**

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 each.

Name of each subscriber

Mr Darren William Gould

Mr Andrew Michael Hattersley

Mr Gary Lee Mountford

Mr Colin Dennis O'Neill

Dated: 02 May 2014

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
WESTGATE ALUMINIUM EXTRUSION LIMITED
("the Company")**

INTRODUCTION

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

"A Shares"	"A" Ordinary shares of £1.00 each in the capital of the Company;
"Act"	the Companies Act 2006;
"Appointor"	has the meaning given in Article 11.1;
"Articles"	the Company's articles of association for the time being in force;
"B Shares"	"B" Ordinary shares of £1.00 each in the capital of the Company;
"Board"	the directors of the Company present at a meeting of the board of directors or a committee of directors duly convened and held;
"Business Day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
"Conflict"	has the meaning given in Article 7.1;
"Eligible Director"	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
"Family Trust"	a trust (whether arising under a settlement <i>inter vivos</i> or a testamentary disposition made by any person or on an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual

- beneficial owner and/or his Privileged Relations;
- "Member"** a holder of any Share as stated in its register of members from time to time;
- "Model Articles"** the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;
- "Privileged Relation"** in relation to a Member means the spouse or widow or widower of the Member, the Member's children and grandchildren (including step children and adopted children and their issue) and step and adopted children and their issue) and step and adopted children of the Member's children;
- "Proposing Transferor"** a Member proposing to dispose of Shares;
- "Relevant Agreement"** any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the Members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles;
- "Share"** an ordinary share in the capital of the Company;
- "Transfer Notice"** a written notice served by a Member upon the Company indicating a desire to dispose of Shares pursuant to Article 19 and excludes, where the context admits, a Deemed Transfer Notice; and
- "Transfer Shares"** the Shares the subject of a Transfer Notice.
- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **"article"** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9(1) and (3), 11(2), (3) and (4), 13, 14(1), (2), (3) and (4), 15, 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
 - 1.9.1 the insertion of the words "*for the time being*" at the end of Article 7(2)(a); and
 - 1.9.2 the insertion in Article 7(2) of the words "*(for so long as he remains the sole director)*" after the words "*and the director may*".
- 1.10 In Article 25(2)(c) of the Model Articles, the words "*evidence, indemnity and the payment of a reasonable fee*" shall be deleted and replaced with the words "*evidence and indemnity*".
- 1.11 Article 27(3) of the Model Articles shall be amended by the insertion of the words "*, subject to Article 10,*" after the word "*But*".
- 1.12 Article 29 of the Model Articles shall be amended by the insertion of the words "*, or the name of any person nominated under Article 27(2),*" after the words "*the transmittee's name*".
- 1.13 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "*either*" and "*or as the directors may otherwise decide*".

DIRECTORS

2 Unanimous decisions

- 2.1 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.
- 2.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 2.3 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.

3 Calling a directors' meeting

- 3.1 Any director may call a directors' meeting by giving not less than three 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.
- 3.2 Notice of a directors' meeting shall be given to each director in writing.

4 Quorum for directors' meetings

- 4.1 Subject to Article 4.2, the quorum for the transaction of business at a meeting of directors shall be three Eligible Directors.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 7 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 4.3 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:
- 4.3.1 to appoint further directors; or
 - 4.3.2 to call a general meeting so as to enable the Members to appoint further directors.

5 Casting vote

- 5.1 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 shall not have a casting vote.
- 5.2 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) 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).

6 Transactions or other arrangements with the Company

- 6.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 6.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 6.1.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

- 6.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 6.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 6.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 6.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7 **Directors' conflicts of interest**

- 7.1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").
- 7.2 Any authorisation under this Article will be effective only if:
 - 7.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 7.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
 - 7.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 7.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
 - 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

7.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

7.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

7.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

7.4.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

7.4.2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

7.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

7.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

7.5.2 is not given any documents or other information relating to the Conflict; and

7.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

7.6 Where the directors authorise a Conflict:

7.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

7.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

7.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8 Records of decisions to be kept

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

9 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

10 Appointment of directors

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

11 Appointment and removal of alternate directors

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

11.1.1 exercise that director's powers; and

11.1.2 carry out that director's responsibilities,

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

11.2 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.

11.3 The notice must:

11.3.1 identify the proposed alternate; and

11.3.2 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.

12 Rights and responsibilities of alternate directors

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

12.2.1 are deemed for all purposes to be directors;

12.2.2 are liable for their own acts and omissions;

12.2.3 are subject to the same restrictions as their Appointors; and

12.2.4 are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

12.3 A person who is an alternate director but not a director:

12.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

12.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and

12.3.3 shall not be counted as more than one director for the purposes of Articles 12.3.1 and 12.3.2

12.4 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

12.5 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.

13 Termination of alternate directorship

13.1 An alternate director's appointment as an alternate terminates:

13.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

13.1.2 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;

13.1.3 on the death of the alternate's Appointor; or

13.1.4 when the alternate's Appointor's appointment as a director terminates.

14 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 remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

15 Poll votes

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

16 Share rights and share issue

- 16.1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects save that each class of shares shall be regarded as separate classes of shares for the purposes of dividends only.
- 16.2 The holders of the A Shares and the B Shares shall be entitled to participate in the profits of the Company as the directors shall resolve.
- 16.3 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.

17 Transfer/Transmission of Shares

- 17.1 Any Share may be transferred/transmitted on the death of a Member who is an individual to trustees to be held upon a Family Trust.
- 17.2 Where any Share has been transferred to pursuant to Article 17.1 the trustees (as the case may be) may transfer any such Shares to a person or persons shown to the reasonable satisfaction of the Board to be the trustees for the time being (on a change of trustee) of the Family Trust in question.
- 17.3 Where Shares are held by trustees on a Family Trust and any such Shares cease to be held upon Family Trust (otherwise than in consequence of a transfer authorised under Article 17.2) the trustees shall forthwith transfer such Shares to a transferee permitted under Article 17.2 and in default of doing so the trustees shall be deemed to have given a Transfer Notice in respect of the Shares in question.
- 17.4 The Board shall refuse to register the transfer of any Share held upon a Family Trust unless such transfer is permitted by, or is made pursuant to and in accordance with Articles 17, 18, 19, 20, 21 or 23 or the provisions of any Relevant Agreement. The Board shall also refuse to register the transfer of any Share which is prohibited under these Articles.

- 17.5 Where a Transfer Notice in respect of any Share is deemed to have been given under any provision of these Articles or under any Relevant Agreement and the circumstances are such that the Board are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the Board on the date on which the Board receive actual notice of such facts.

18 Permitted Transfers

- 18.1 The only transfer that shall be permitted shall be those as set out in Articles 17, 19, 20, 21 and 23 or a transfer of Shares between Members.

19 Transfers

- 19.1 Except as provided in Articles 17, 18, 20, 21 or 23 or elsewhere in these Articles and in any Relevant Agreement, before transferring or agreeing to transfer any Shares or any interest therein the Proposing Transferor shall be obliged to give a Transfer Notice to the Board that the Proposing Transferor desires to transfer such Shares. In the Transfer Notice the Proposing Transferor shall specify:

19.1.1 the number and class of Shares which the Proposing Transferor wishes to transfer (which may be all or part only of the Shares then held by the Proposing Transferor);

19.1.2 the price at which the Proposing Transferor will sell the Transfer Shares (which will be calculated in accordance with Article 19.8) (the "**Transfer Price**").

- 19.2 The Transfer Notice shall appoint the Board as the agents of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article. A Transfer Notice may not be revoked save with the prior written consent of all the other Members. If a Proposing Transferor revokes a Transfer Notice he may not subsequently transfer the Shares the subject of the Transfer Notice (or any interest therein) otherwise than in accordance with these Articles and any Relevant Agreement.

- 19.3 In the first instance the Transfer Shares shall be offered to the Company to purchase. The Company shall have 30 days to purchase the Transfer Shares in their entirety (the "**Company Purchase Period**").

- 19.4 If the Company does not wish to purchase the Transfer Shares within the Company Purchase Period then within no more than 30 days after the expiry of the Company Purchase Period each of the other Members must serve notice of their willingness to purchase all or any of the Shares on offer at the Transfer Price.

- 19.5 If at the end of either of the periods referred to in Article 19.4 not all of the Shares on offer have been taken up the Company shall notify the Proposing Transferor of the fact the Proposing Transferor shall be entitled within seven days

after the receipt of such notice to withdraw the Transfer Notice in respect of the Shares therein.

- 19.6 If the Proposing Transferor receives notices from the relevant Members which indicate acceptances of Shares in excess of the number of Shares contained in the Transfer Notice, they shall be entitled to acquire the Shares on offer pro rata according to the number of Shares of which they are registered in the statutory books of the Company as being the holder. Additional Shares not taken will be sold pro rata to the members in accordance to the amount they have requested in their notices.
- 19.7 The sale of any Shares taken up by the other Members shall be completed within one month of the procedures set out above being exhausted. Upon Completion:
- 19.7.1 the Proposing Transferor shall deliver duly executed stock transfer forms in respect of the Shares to be sold together with the supporting share certificates; and
- 19.7.2 those members acquiring Shares shall deliver to the Proposing Transferor, a banker's draft or drafts in the amount of the Transfer Price.
- 19.8 The Transfer Price of any Transfer Shares shall be calculated in accordance with any Relevant Agreement.
- 19.9 Where a Transfer Notice is given in respect of more than one class of Share it shall be deemed for the purposes of this Article to comprise a number of separate Transfer Notices, one in respect of each such class.

20 **Compulsory Transfers**

- 20.1 In this Article 20, a "**Transfer Event**" means, in relation to any member:
- 20.1.1 a member who is an individual becoming bankrupt;
- 20.1.2 a member making any arrangement or composition with his creditors generally; or
- 20.1.3 a member who dies.
- 20.2 Upon the happening of any Transfer Event, the Member in question and any other Member who has acquired Shares from him under a permitted transfer as stated in Article 17 (the "**Transferor**") shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them (a "**Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- 20.3 Notwithstanding any other provision of these Articles, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given, shall not be

entitled to exercise any voting rights at general meetings of the Company in respect of those Shares between the date of the relevant Deemed Transfer Notice and the expiry of one month after the date of the Sale Notice given in respect of those Shares.

20.4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 19 as if they were Transfer Shares in respect of which a Transfer Notice had been given save that:

20.4.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date of the first meeting of the directors at which details of the facts or circumstances giving rise to the Deemed Transfer Notice are tabled;

20.4.2 the Transfer Price shall be calculated in accordance with Article 19.8;

20.4.3 a Deemed Transfer Notice shall be deemed to mean all (and not part only) of the Shares being sold pursuant to Article 19;

20.4.4 the Transfer Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and

20.5 On a transfer of any Shares in accordance with this Article 20:

20.5.1 the Transferor shall repay all loans, loan capital, borrowings and indebtedness in the nature of borrowings outstanding to the Company from the Transferor (together with any accrued interest thereon); and

20.5.2 the Company (if and to the extent that by so doing it shall not contravene the Act (or any variation or re-enactment thereof) or the Members purchasing the Transfer Shares shall repay all loans, loan capital, borrowings and interest in the nature of borrowings outstanding to the Transferor from the Company (together with any accrued interest thereon).

20.6 Any transfer of Shares pursuant to Article 20 shall be made free from any encumbrances whatsoever and with all rights attached to the Shares.

21 **Prohibited transfers**

Notwithstanding anything else contained in these Articles no Share shall be issued or transferred to any minor, bankrupt or person of unsound mind.

22 **Drag Along Right**

22.1 In these Articles, a "**Qualifying Offer**" shall mean an offer in writing by or on behalf of any person ("**Offeror**") to the holders of the entire equity share capital in the Company to acquire all their equity share capital

- 22.2 If the holders of not less than 60% in nominal value of the equity share capital then in issue (the "**Accepting Members**") wish to accept the Qualifying Offer, then the provisions of this Article shall apply.
- 22.3 The Accepting Members shall give written notice to the remaining holders of the equity share capital ("**Other Members**") of their wish to accept the Qualifying Offer and the Other Members shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Members.
- 22.4 If any other Members shall not within five Business Days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Member shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the other Member's behalf and, against receipt by the Company (on trust for such Member) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 22.5 Upon any person, following the issue of a notice pursuant to Article 22.3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company ("**New Member**"), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such Shares shall take place forthwith upon the notice being deemed served on the New Member.

23 **Tag along**

- 23.1 If at any time one or more Members ("**Proposed Sellers**") propose to sell, in one or a series of related transactions, not less than 60% nominal value of the Shares ("**Majority Holding**") to any person (not being an Offeror for the purposes of Article 22.1) the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article.
- 23.2 The Proposed Sellers shall give written notice ("**Proposed Sale Notice**") to the other holders of the equity share capital in the Company of such intended sale at least ten Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("**Proposed Buyer**"), the purchase price and other terms and conditions of payment, the proposed date of sale and the number of Shares proposed to be purchased by the Proposed Buyer.
- 23.3 Any other holder of equity share capital in the Company shall be entitled by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to be permitted to sell all of his Shares to the Proposed

Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.

- 23.4 If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.

24 Proxies

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

ADMINISTRATIVE ARRANGEMENTS

25 Means of communication to be used

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

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

- 25.2 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.

26 **Indemnity**

- 26.1 Subject to Article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

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

26.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 26.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 26.3 In this Article:

- 26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

- 26.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as

auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

27 Insurance

27.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

27.2 In this Article:

27.2.1 a "**relevant officer**" has the same meaning as prescribed by Article 26.3.2;

27.2.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

27.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

The subscriber(s) to these articles 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 subscribers</i>	<i>Authentication by Subscriber</i>
Darren William Gould	Electronic
Gary Lee Mountford	Electronic
Andrew Michael Hattersley	Electronic
Colin Dennis O'Neill	Electronic
Dated:	2014