

Company number: 10101489

**C H S ALMOND LIMITED**

(the **Company**)

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**PRINT OF WRITTEN RESOLUTION**

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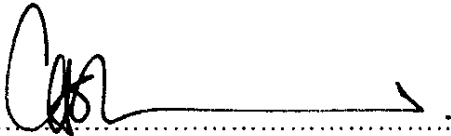
On the 23rd day of May 2018, resolution 1 was passed as a special resolution and resolution 2 was passed as an ordinary resolution (together, the **Resolutions**).

**SPECIAL RESOLUTION**

1. **THAT** the draft articles of association annexed hereto be and are hereby approved and adopted as the articles of association of the Company (the **New Articles**) in substitution for, and to the exclusion of, the existing articles of association of the Company.

**ORDINARY RESOLUTION**

2. **THAT**, subject to the passing of Resolution 1 above, in accordance with section 618 of the Companies Act 2006, the three ordinary shares of £1.00 in the issued share capital of the Company be sub-divided and re-designated as follows 300 A ordinary shares of £0.01 each having the rights and being subject to the restrictions set out in the New Articles.



.....  
**Director**

WEDNESDAY



A10 \*A771F421\* #266  
30/05/2018  
COMPANIES HOUSE

**ARTICLES OF ASSOCIATION**

**OF**

**C H S ALMOND LIMITED**

(adopted by special resolution passed on *23rd May* 2018)



Corporate & Commercial Department  
Second Floor  
Hazledine House  
Central Square  
Telford  
Shropshire  
TF3 4JL

Ref: GZW/211/0653

Company Number: 10101489

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

OF

**C H S ALMOND LIMITED**

(the Company)

(Adopted by special resolution passed on 23<sup>rd</sup> May 2018)

*Introduction*

**1. DEFINITIONS AND INTERPRETATION**

Unless the context otherwise requires, the definitions and rules of interpretation in this article 1 shall apply in these Articles.

**1.1 Definitions:**

**Act:** the Companies Act 2006;

**Adoption Date:** the date of adoption of these Articles;

**Articles:** the Company's articles of association for the time being in force;

**A Share:** any ordinary share of £0.01 in the capital of the Company designated as an A Share from time to time in issue;

**A Shareholders:** the holders of A Shares from time to time;

**Available Profits:** the profits available for distribution within the meaning of Part 23 of the Act;

**B Share:** any ordinary share of £0.01 in the capital of the Company designated as a B Share from time to time in issue;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business;

**Conflict:** a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

**Controlling Individual:** the individual member from time to time who has a controlling interest in the Company;

**C Share:** any ordinary share of £0.01 in the capital of the Company designated as a C share from time to time in issue;

**D Share:** any ordinary share of £0.01 in the capital of the Company designated as a D Share from time to time in issue;

**Eligible Director:** any 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);

**Fair Value:** in relation to Shares, as determined by the Valuers in accordance with article 18;

**Founder Director:** a director appointed by the Controlling Individual;

**Interested Director:** has the meaning given in article 11.1;

**Licensable Body:** has the meaning given in section 72 of the LSA 2007;

**Licensable Body Interest:** an interest in a Licensable Body, "interest" having the meaning given in section 72 of the LSA 2007;

**Licensing Authority:** has the meaning given in section 73 of the LSA 2007;

**LSA 2007:** the Legal Services Act 2007, including all subordinate legislation, statutory provisions, and orders made under that statute, as amended, extended or re-enacted from time to time;

**Manager:** has the meaning given in section 207 of the LSA 2007;

**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 Adoption Date and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

**Sale Shares:** has the meaning given in article 17.1;

**Seller:** has the meaning given in article 17.1;

**Shareholder:** a holder of Shares in the capital of the Company for the time being;

**Shareholder Consent:** the prior written consent of all of the holders of the A Shares;

**Shares:** the A Shares, the B Shares, the C Shares and the D Shares from time to time in issue;

**Transfer Notice:** has the meaning given in article 17.1;

**Valuers:** the Company's accountants for the time being or, if they are unwilling to act, an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 7 Business Days, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator); and

**Writing or written:** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have those meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 Words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision.
- 1.9 Any words following the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.10 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

## **2. ADOPTION OF THE MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model Articles 3, 6(2), 7, 8, 9(1), 11, 13, 14, 26(5), 30, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles".
- 2.4 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place.

## **3. COMPLIANCE**

The Company shall comply with:

- 3.1 the LSA 2007; and
- 3.2 all other applicable rules in force from time to time (including, but not limited to, any rules made by the Licensing Authority) relating to it:
- 3.2.1 acting in the capacity of a Manager of a Licensable Body; or
- 3.2.2 having a Licensable Body Interest.

## **4. OBJECTS**

- 4.1 The Company's objects are:
- 4.1.1 the provision of professional services of the sort provided by:
- (a) individuals practising as solicitors in England and Wales and/or lawyers of other jurisdictions; and
- (b) professional services of the sort provided by notaries public,
- but only through a Licensable Body in which the Company has a Licensable Body Interest;

4.1.2 educational and training activities and authorship, journalism and publishing; and

4.1.3 having ownership interests in other businesses.

## **5. DIRECTORS' GENERAL AUTHORITY**

5.1 The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at article 4.1.

5.2 Where any document, deed, instrument, assurance, act or otherwise (including without limitation the appointment of an executor under the terms of a will) requires an individual to be named or to be executed by an individual rather than the Company, then the Controlling Individual shall have the authority to be named or to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at article 4.1.

### *Directors*

## **6. DIRECTORS' MEETINGS**

6.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 7.

6.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The directors will try to meet at least four times in each year.

6.3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless:

6.3.1 more votes are cast for it than against it; and

6.3.2 at least one Eligible Director who is a Founder Director and is participating in the meeting of the directors has voted in favour of it.

6.4 Subject to article 10, each director has one vote at a meeting of directors.

## **7. UNANIMOUS DECISIONS OF DIRECTORS**

7.1 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.

7.2 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.

7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter.

## **8. CALLING A DIRECTORS' MEETING**

8.1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one Founder Director) to each director or by authorising the Company secretary (if any) to give such notice.

8.2 Notice of any directors' meeting must be accompanied by:

8.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

8.2.2 copies of any papers to be discussed at the meeting.

8.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors present at the meeting agree in writing.

## **9. QUORUM FOR DIRECTORS' MEETINGS**

9.1 The quorum at any meeting of the directors (including adjourned meetings) shall be one director, who must be a Founder Director.

9.2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.

9.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place.

## **10. CHAIRMAN**

The post of chairman of the directors will be held by a Founder Director. The chairman shall have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the Shareholder who appointed him shall be entitled to appoint another director to act as chairman at the meeting.

## **11. DIRECTORS' INTERESTS**

### *Conflicts*

- 11.1 For the purposes of section 175 of the Act, the Shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 11.2 The Interested Director must provide the Shareholders with such details as are necessary for the Shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the Shareholders.
- 11.3 Any authorisation by the Shareholders of a Conflict under this article 11 may (whether at the time of giving the authorisation or subsequently):
  - 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 11.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 11.3.3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 11.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Shareholders think fit.
- 11.4 Where the Shareholders authorise a Conflict:
  - 11.4.1 the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Shareholders in relation to the Conflict; and
  - 11.4.2 the Interested 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 and conditions (if any) as the Shareholders impose in respect of their authorisation.
- 11.5 The Shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

- 11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Shareholders in accordance with these Articles (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.

*Proposed Transactions*

- 11.7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.

*Existing Transactions*

- 11.8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 11.7.
- 11.9 Subject, where applicable, to any terms, limits or conditions imposed by the Shareholders in accordance with article 11.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 11.9.1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
  - 11.9.2 shall be an Eligible Director for the purposes of any proposed decision of the directors in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
  - 11.9.3 shall be entitled to vote at a meeting of directors or participate in any unanimous decision in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

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

## **12. 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 a form that enables the Company to retain a copy of such decisions.

## **13. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 13.1 The Controlling Individual shall be entitled to appoint himself as a director.
- 13.2 Any director appointed to the board of directors of the Company from time to time shall be approved by the Solicitors' Regulation Authority (or any relevant successor body) as a Manager of the Company.
- 13.3 Unless the A Shareholders agree otherwise, any director (other than a Founder Director) who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases.
- 13.4 Any appointment or removal of a director pursuant to this article 13 shall be in writing and signed by or on behalf of the appointing/removing Shareholder and served on each of the other Shareholders and the Company at its registered office, and on the director, in the case of his removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 13.5 No Founder Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

13.6 In addition to the events terminating a directors' appointment set out in Model Articles 18(a) to (c) inclusive and (f), a person ceases to be a director as soon as:

13.6.1 that person is, or may be, suffering from mental disorder and either:

- (c) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
- (d) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have; or

13.6.2 that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

#### **14. SECRETARY**

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

#### *Shares*

#### **15. SHARE CAPITAL**

15.1 The A Shares, the B Shares, the C Shares and the D Shares shall each constitute different classes of shares for the purposes of the Act but, save as otherwise provided in these Articles, shall rank *pari passu* in all respects.

#### *Dividend Rights*

15.2 Any Available Profits which the Company (with Shareholder Consent) may determine to distribute in respect of any financial year shall be distributed amongst the holders of the A Shares, the B Shares, the C Shares and the D Shares in such amounts and at such times as may be determined by the A Shareholders.

#### *Return of Capital Rights*

- 15.3 On a return of capital on liquidation or otherwise (except on a purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities (including for the avoidance of doubt any debts arising from non-payment of dividends) shall be distributed to the holders of A Shares and B Shares according to the amount paid up or credited as paid up on each such Share (pari passu as if the same constituted one class of Shares).

*Voting Rights*

- 15.4 The voting rights attached to each class of Shares shall be as follows:
- 15.4.1 On a show of hands, every Shareholder holding one or more A Shares or B Shares, who is present in person or by proxy shall have one vote for each A Share or B Share of which he is the holder.
- 15.4.2 On a poll, every Shareholder holding one or more A Shares or B Shares, who is present in person or by proxy shall have one vote for each A Share or B Share of which he is the holder.
- 15.4.3 On a vote on a written resolution, every Shareholder holding one or more A Shares or B Shares shall have one vote for each A Share or B Share of which he is the holder.
- 15.4.4 The C Shares and the D Shares will not entitle the holders to attend or vote at any general meeting or on any resolution.

*Redemption Rights*

- 15.5 The Shares shall not be redeemable.

*Dealing with Shares*

- 15.6 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the A 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.
- 15.7 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 15.8 The Company may, with Shareholder Consent:
- 15.8.1 increase the number of Shares which the directors may allot by such number of Shares of such amount as the resolution may prescribe;
- 15.8.2 consolidate and divide all or any of its share capital into shares of a larger nominal amount than its existing Shares;

15.8.3 sub-divide its Shares, or any of them, into shares of a smaller nominal amount than its existing Shares;

15.8.4 reduce its share capital and any share premium account in any way.

*Voluntary Surrender of Shares*

15.9 Any Shareholder may, with Shareholder Consent, surrender any of his Shares to the Company:

15.9.1 for a cash payment; or

15.9.2 in consideration of the issue of any securities of or Shares in the Company; or

15.9.3 for any other consideration approved by the A Shareholders and on whatever terms he and they may agree; or

15.9.4 by way of voluntary gift.

15.10 The directors may accept a surrender under article 15.9 and carry into effect the terms on which it is made.

15.11 Any Shares surrendered under article 15.9 may be cancelled or (if the A Shareholders think fit) re-issued.

*Mandatory Surrender of Shares*

15.12 The A Shareholders may serve a notice on a Shareholder (other than an A Shareholder) at any time requiring that Shareholder to surrender all or any number of his Shares to the Company or to any other Shareholder (at the discretion of the A Shareholders). Such notice shall specify:

15.12.1 the number and class of Shares to be surrendered;

15.12.2 the consideration, if any, for such surrender (and the determination of such consideration shall be at the absolute discretion of the A Shareholders); and

15.12.3 the date on which the surrender is to take effect.

A recipient of a notice served in accordance with this article 15.12 shall promptly comply with all directions and requests of the A Shareholders in order to effect a surrender of Shares pursuant to this article 15.12.

**16. SHARE TRANSFERS: GENERAL**

- 16.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 16.2 No Shareholder shall transfer any Share except with Shareholder Consent or in accordance with these Articles.
- 16.3 Subject to article 16.4, the directors must register any duly stamped or certified exempt transfer made in accordance with these Articles and shall not have any discretion to register any transfer of Shares which has not been made in compliance with these Articles.
- 16.4 The directors may, as a condition to the registration of any transfer of Shares in the Company require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the Shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 16.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 16.5 Any transfer of Shares by way of a sale that is required to be made under article 17 or article 19 shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.

## **17. COMPULSORY TRANSFERS**

- 17.1 Unless the A Shareholders determine otherwise, a Shareholder other than an A Shareholder (the **Seller**) is deemed to have served a notice in writing to the Company (a **Transfer Notice**) to transfer all of his Shares (the **Sale Shares**) immediately before any of the following events:
- 17.1.1 a petition being presented, or an order being made, for the Shareholder's bankruptcy; or
- 17.1.2 an application to the court being made under section 253 of the Insolvency Act 1986 where the Shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
- 17.1.3 the Shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or

- 17.1.4 the Shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
  - 17.1.5 the Shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
  - 17.1.6 a receiver being appointed over or in relation to, all of the Shareholder's assets; or
  - 17.1.7 the happening in relation to a Shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
  - 17.1.8 the Shareholder's death; or
  - 17.1.9 the Shareholder, being an individual, serving divorce proceedings on his spouse or having divorce proceedings served upon him; or
  - 17.1.10 the Shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding.
- 17.2 A deemed Transfer Notice constitutes the Company the agent of the Seller for the sale or transfer of the Sale Shares in accordance with the provisions of these Articles and the instructions of the A Shareholders.
- 17.3 The price for each Sale Share the subject of a deemed Transfer Notice (the **Transfer Price**) shall be the price per Sale Share (in cash) agreed between the Seller and the A Shareholders or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 18.
- 17.4 As soon as practicable after deemed service of a Transfer Notice under article 17.1 the Shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.
- 17.5 On completion of the transfer of Shares pursuant to this article 17, the Seller shall, against payment of the Transfer Price from the transferee, execute and deliver a transfer of the Sale Shares in accordance with any requirements specified by the A Shareholders.
- 17.6 If the Seller fails to complete a transfer of Sale Shares as required under this article 17, the Company is irrevocably authorised to appoint any person it nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the A Shareholders may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller, giving a receipt that shall discharge the transferee.

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## **18. VALUATION**

- 18.1 The Valuers shall be requested to determine the Fair Value within 10 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.
- 18.2 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:
  - 18.2.1 valuing each of the Sale Shares as a proportion of the total value of all the issued Shares in the capital of the Company with an appropriate premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
  - 18.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 18.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
  - 18.2.4 the Sale Shares are sold free of all encumbrances;
  - 18.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
  - 18.2.6 to take account of any other factors that the Valuers reasonably believe should be taken into account.
- 18.3 The Shareholders are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the Shareholders may reasonably require.
- 18.4 To the extent not provided for by this article 18, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 18.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (in the absence of manifest error or fraud).
- 18.6 The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuers direct.]

## **19. DRAG ALONG**

- 19.1 If the A Shareholders wish to transfer all (but not some only) of their respective Shares to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the A Shareholders (**Dragging Shareholders**) may require all other holders of Shares in the Company (**Called Shareholders**) to sell and transfer their Shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).
- 19.2 The Dragging Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Dragging Shareholders' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 19.2.1 that the relevant Called Shareholder is required to transfer all of his Called Shares pursuant to this article 19;
- 19.2.2 the person to whom the Called Shares are to be transferred;
- 19.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per Share offered by the Proposed Buyer for the Dragging Shareholders' Shares; and
- 19.2.4 the proposed date of the transfer.
- 19.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Dragging Shareholders have not sold their respective Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice. The Dragging Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 19.4 Completion of the sale of the Called Shares shall take place on the Completion Date. **Completion Date** means the date proposed for completion of the sale of the Dragging Shareholders' Shares unless the Dragging Shareholders and the Called Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by them.

- 19.5 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 19.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders on trust for the Called Shareholders without any obligation to pay interest.
- 19.6 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 19 in respect of their Shares.
- 19.7 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 19.5) transfer(s) in respect of all of the Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Dragging Shareholders to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 19.7.

*Decision Making by Shareholders*

**20. PROCEDURE FOR DECLARING DIVIDENDS**

The directors shall not declare or pay a dividend without Shareholder Consent. Such Shareholder Consent shall specify the amount of the dividend, the proportions in which it is paid and the timing for such payment.

**21. WRITTEN RESOLUTIONS OF MEMBERS**

- 21.1 Subject to article 21.2, a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- 21.2 The following may not be passed as a written resolution and may only be passed at a general meeting:

- 21.2.1 a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
- 21.2.2 a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 21.3 On a written resolution, a member has one vote in respect of each Share held by him.

## **22. NOTICE OF GENERAL MEETINGS**

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

## **23. QUORUM FOR GENERAL MEETINGS**

- 23.1 If and for so long as the Company has one member only, the quorum at any general meeting of the Company, or adjourned general meeting, shall be one person present in person or by proxy.
- 23.2 If and for so long as the Company has two or more members, the quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, one of whom shall be an A Shareholder or their proxy.
- 23.3 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

## **24. CHAIRING GENERAL MEETINGS**

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the Shareholders shall be entitled to appoint another person present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

## **25. POLL VOTES**

A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

## **26. DELIVERY OF PROXY NOTICES**

Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

### *Administrative Arrangements*

## **27. MEANS OF COMMUNICATION TO BE USED**

27.1 Subject to article 27.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- 27.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- 27.1.2 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- 27.1.3 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- 27.1.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt; or
- 27.1.5 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; and
- 27.1.6 if deemed receipt under the previous paragraphs of this article 27.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

27.2 To prove service, it is sufficient to prove that:

- 27.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or

- 27.2.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- 27.2.3 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.
- 27.3 Any notice, document or other information served on, or delivered to, an intended recipient under article 17 or article 19 (as the case may be) may not be served or delivered in electronic form, or by means of a website.

## **28. INDEMNITY AND INSURANCE**

- 28.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
  - 28.1.1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
  - 28.1.2 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 28.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 28.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 28.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 28.4 In this article:

- 28.4.1 a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- 28.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.