

Company number: 11358472

NRS KIDDERMINSTER HOLDINGS LIMITED

(the Company)

PRINT OF WRITTEN RESOLUTION

On the *9th* day of *August 2019* the below resolution was passed by the shareholder of the Company in writing pursuant to Chapter 2 of Part 13 of the Companies Act 2006:

SPECIAL RESOLUTION

THAT the draft articles of association attached to this resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.



.....
Director

NRS Kidderminster Holdings Limited

THURSDAY



A17 *A8BWWL8R* #362
15/08/2019
COMPANIES HOUSE

Dated

9th August

2019

NRS KIDDERMINSTER HOLDINGS LIMITED

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION



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Ref: 148990/0002

COMPANY NO. 11358472

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

NRS KIDDERMINSTER HOLDINGS LIMITED (the Company)

(Adopted by special resolution passed on 9th August 2019.....)

Introduction

1. INTERPRETATION

- 1.1 No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Companies (Model Articles) Regulations 2008 (SI 2008/3229)) shall apply as the articles of the Company. The following shall be the articles of association of the Company.

- 1.2 In these Articles, the following words have the following meanings:

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

A Share: means an A ordinary share of £0.01 in the capital of the Company;

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

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

CA 2006: the Companies Act 2006;

Civil Partner: in relation to an individual, a civil partner as defined in the Civil Partnership Act 2004;

Companies Acts: means the Companies Acts (as defined in section 2 of the CA 2006), in so far as they apply to the Company;

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;

director: means a director of the Company from time to time;

distribution recipient: has the meaning given in article 29.2;

Eligible Director: means 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: in relation to MK, a trust set up wholly for the benefit of MK and/or his Privileged Relations;

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;

holding company: has the meaning given in article 1.6;

Interested Director: has the meaning given in article 13.1;

LAF: LAF Holdings Limited;

LAF Director: any director appointed to the Company by LAF;

Members' Consent means a written consent, agreement, restriction or authority of all the members of the Company or the Ultimate Parent Company from time to time, including any shareholders' agreement relating (in whole or in part) to the management, ownership and/or affairs of the Company which is binding on the Company and its Shareholders, in force from time to time;

MK: Mark Ketcher;

MK Director: any director appointed to the Company by MK;

Ordinary Share: means an ordinary share of £0.01 in the capital of the Company;

paid: means paid or credited as paid;

participate: in relation to a directors' meeting, has the meaning given in article 10;

Permitted Group: in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Permitted Group is a **member of the Permitted Group**. Unless the context otherwise requires, the application of the definition of Permitted Group to a company at any time will apply to the company as it is at that time;

Permitted Transferee: means:

- (a) in relation to LAF, any member of the same Permitted Group as LAF for so long as it remains such a member; and
- (b) in relation to MK, any of his Privileged Relations or the trustees of his Family Trust(s);

Privileged Relation: the spouse or Civil Partner of MK and MK's children and grandchildren;

proxy notice: has the meaning given in article 42.1;

Shareholder: a holder for the time being of any share or shares;

shares: shares (of any class) in the capital of the Company and **share** shall be construed accordingly.

subsidiary: has the meaning given in article 1.6;

transmittee: means a person entitled to a share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;

Ultimate Parent Company: Natural Resource Services Holding Company Ltd, a company incorporated and registered in England and Wales with company number 12084506 and being the ultimate holding company of the Company; 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.

- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the CA 2006 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.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
 - 1.6.1 another person (or its nominee), by way of security or in connection with the taking of security; or
 - 1.6.2 its nominee.
- 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**, **in particular**, **for example** 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 The liability of the Shareholders is limited to the amount, if any, unpaid on the shares held by them.

Directors

2. DIRECTORS' GENERAL AUTHORITY

- 2.1 Subject to the Articles and any Members' Consent in force from time to time, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 2.2 Notwithstanding any other provision of these Articles, the directors of the Company shall be required, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Members' Consent in force from time to time and as notified to them from time to time.

3. SHAREHOLDERS' RESERVE POWER

The Shareholders may, in accordance with any Members' Consent, direct the directors to take, or refrain from taking, specified action.

4. DIRECTORS MAY DELEGATE

- 4.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 4.1.1 to such person or committee of the directors;
 - 4.1.2 by such means (including by power of attorney);
 - 4.1.3 to such an extent;
 - 4.1.4 in relation to such matters or territories; and
 - 4.1.5 on such terms and conditions;
- as they think fit.
- 4.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 4.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

5. COMMITTEES

- 5.1 Committees of the directors to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 5.2 A committee of the directors must include at least one MK Director and one LAF Director (for so long as at least one LAF Director is in office). The provisions of article 10 shall apply equally to meetings of any committee of the directors as to meetings of the 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.
- 6.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.

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 in accordance with article 1110.

8. NUMBER OF DIRECTORS

There shall be a maximum number of five directors on the board of the Company at any one time.

9. CALLING A DIRECTORS' MEETING

- 9.1 Any director may call a meeting of directors by giving not less than five Business Days' notice of the meeting to each director or by authorising the Company secretary (if any) to give such notice.
- 9.2 Notice of any directors' meeting must indicate:

- 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 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.
- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 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 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 9.5 Notice of any directors' meeting must be accompanied by:
- 9.5.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - 9.5.2 copies of any papers to be discussed at the meeting.
- 9.6 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 agree in writing.

10. PARTICIPATION IN DIRECTORS' MEETINGS

- 10.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 10.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 10.1.2 they can each communicate clearly to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 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.

11. QUORUM FOR DIRECTORS' MEETINGS

- 11.1 Subject to article 11.3, the quorum at any meeting of directors of the Company (including adjourned meetings) is two directors, one of whom must be a MK Director, provided that, if at any time there is at least one LAF Director in office, the quorum shall be one MK Director and one LAF Director.

- 11.2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business.
- 11.3 If a quorum is not present within 30 minutes of the time specified for a directors' meeting in the notice of the meeting then it shall be adjourned for 5 Business Days at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes of the time specified for the directors' meeting in the adjourned notice of the meeting, then those directors present will constitute a quorum.
- 11.4 A meeting of directors shall be adjourned to another time or date at the request of all the MK Directors or all the LAF Directors present at the meeting. No business may be conducted at a meeting after such a request has been made. No more than one such adjournment may be made in respect of a meeting.

12. CHAIRING OF DIRECTORS' MEETINGS

- 12.1 The directors may appoint a director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the chairman.
- 12.3 The directors may terminate the chairman's appointment at any time.
- 12.4 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.
- 12.5 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

13. DIRECTORS' INTERESTS

- 13.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching their duty under section 175 of the CA 2006 to avoid conflicts of interest.
- 13.2 Any authorisation under this article will be effective only if:
 - 13.2.1 to the extent permitted by the CA 2006, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 13.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 13.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 13.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- 13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 13.3.2 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;
 - 13.3.3 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;
 - 13.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 13.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 13.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 13.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 13.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 13.6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the Ultimate Parent Company, its shareholders, or any other member of their Permitted Group, and no authorisation under article 13.1 shall be necessary in respect of any such interest.
- 13.7 Any LAF Director or MK Director shall be entitled from time to time to disclose to their appointor such information concerning the business and affairs of the Company as he shall at his discretion see fit provided such Director ensures that the appointor is aware and acknowledges in writing that all such information is confidential to the Company and is only to be used to monitor that appointor's investment in the Company.

- 13.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 13.9 Subject to sections 177(5) and 177(6) of the CA 2006, 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 CA 2006.
- 13.10 Subject to sections 182(5) and 182(6) of the CA 2006, 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 CA 2006, unless the interest has already been declared under article 13.9.
- 13.11 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 13.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 13.11.1 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;
 - 13.11.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - 13.11.3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or to participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - 13.11.4 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;
 - 13.11.5 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

13.11.6 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 CA 2006)) 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 CA 2006.

14. RECORDS OF DECISIONS TO BE KEPT

14.1 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.

14.2 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.

15. APPOINTMENT AND REMOVAL OF DIRECTORS

15.1 For so long as MK (and/or his Permitted Transferees):

15.1.1 holds at least 49.9% in nominal value of the shares in issue from time to time in the Ultimate Parent Company, he shall have the right to appoint and maintain in office up to two natural persons (including himself) as directors of the Company; or

15.1.2 is a Shareholder and holds less than 49.9% in nominal value of the shares in issue from time to time in the Ultimate Parent Company, he shall have the right to appoint and maintain in office one natural person (including himself) as a director of the Company.

In each case, MK shall have the right to remove any director so appointed and, upon his removal, to appoint another person to act as a director in his place subject to article 15.3.

15.2 For so long as LAF (and/or its Permitted Transferees):

15.2.1 holds at least 50.1% in nominal value of the shares in issue from time to time in the Ultimate Parent Company, LAF shall have the right to appoint and maintain in office such number of natural persons representing the majority in number of directors of the Company; or

15.2.2 holds less than 50.1% in nominal value of the Shares in issue from time to time in the Ultimate Parent Company, LAF shall have the right to appoint and maintain in office one natural person as a director of the Company.

In each case, LAF shall have the right to remove any director so appointed and, upon his removal, to appoint another person to act as a director in his place subject to article 15.3.

- 15.3 Each of MK and LAF must approve the appointment of any MK Director or LAF Director (such approval not to be unreasonably withheld or delayed) but otherwise, MK and LAF may appoint a director, and remove a director whom it appointed, by giving notice in writing to the Company, the Ultimate Parent Company and to the director being removed (in the case of removal of a director). The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date.
- 15.4 The person or entity removing a director pursuant to article 15.3 shall indemnify and keep indemnified the Company against any claim connected with the director's removal from office.
- 15.5 No additional directors shall be appointed to the board of the Company without the prior written consent of both MK and LAF. Any such mutually appointed directors may be removed from office by either one of MK or LAF giving notice in writing to the Company, the Ultimate Parent Company and to the director being removed.
- 15.6 Any director (other than a LAF Director or a MK Director) who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his or her employment ceases.
- 15.7 If any LAF Director or any MK Director shall die or be removed from or vacate office for any cause, the person or entity who appointed them may appoint in his or her place another person to be an LAF Director or a MK Director (as the case may be).
- 15.8 No LAF Director or MK Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

16. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

- 16.1.1 that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;
- 16.1.2 a bankruptcy order is made against that person;
- 16.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 16.1.4 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;

- 16.1.5 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; or
- 16.1.6 if the director has been appointed to represent a shareholder in the Ultimate Parent Company, their appointing shareholder (or their Permitted Transferee) ceases to be a shareholder in the Ultimate Parent Company.

17. DIRECTORS' REMUNERATION

- 17.1 Directors may undertake any services for the Company that the directors decide.
- 17.2 Directors are entitled to such remuneration as the directors determine:
 - 17.2.1 for their services to the Company as directors; and
 - 17.2.2 for any other service which they undertake for the Company.
- 17.3 Subject to the Articles, a director's remuneration may:
 - 17.3.1 take any form; and
 - 17.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 17.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 17.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

18. DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- 18.1.1 meetings of directors or committees of directors;
- 18.1.2 general meetings; or
- 18.1.3 separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

19. **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on 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.

Shares

20. **SHARE CAPITAL**

The share capital of the Company (as at the date of adoption of these Articles) shall be divided into Ordinary Shares and A Shares.

21. **SHARE RIGHTS**

The Ordinary Shares and A Shares each constitute different classes of shares for the purposes of the Companies Acts and the Articles. The rights attaching to the Ordinary Shares and A Shares shall be as follows and as otherwise set out in the Articles:

Income

- 21.1 Any profits which the Company may determine to distribute in respect of any financial period of the Company shall be distributed to the holders of such classes of shares and at such rates of dividends as the board of directors from time to time declare, it being acknowledged that the board of directors may declare dividends on some but not all classes of shares and may declare a different rate of dividend on the different classes of shares.
- 21.2 Any dividends declared pursuant to Article 21.1 on a particular class of shares shall be distributed to the appropriate shareholders of that class of shares pro-rata according to the amounts paid up or credited as paid up on the shares held by them of that particular class but excluding any premium paid on subscription.

Redemption

- 21.3 The Ordinary Shares and A Shares are not to be redeemed and are not liable to be redeemed at the option of the Company or holders of such shares.

Voting

- 21.4 The Ordinary Shares and the A Shares shall, irrespective of the amounts paid up or credited as paid up on the shares held by them, have the right for the holders thereof to receive notice of and attend and vote at any general meeting of the Company. Each such holder present in person or by proxy or by representative (if a company) shall be entitled on a show of hands to one vote and on a poll to one vote for each share held by him.

Capital

21.5 Unless otherwise agreed in accordance with Article 21.6, on a return of assets whether on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be divided amongst the holders of the Ordinary Shares and the A Shares on a pro rata basis as if they constituted a single class of share.

21.6 The Company shall be entitled, by special resolution, to carry out a capital reduction and reduce the capital of only one class of shares of the Company, in accordance with the provisions of the Companies Acts, if the board of directors from time to time so declare.

22. POWER TO ALLOT SHARES

22.1 The directors may exercise any power of the Company to allot shares (whether for cash or otherwise) or to grant rights to subscribe for or convert any security into shares amongst the existing shareholders in proportion to their existing shareholdings. All other allotments or grants of rights are subject to sections 551 and 561 of the CA 2006.

22.2 Subject to the Articles and compliance with any Member's Consent, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

22.3 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

23. ALL SHARES TO BE FULLY PAID UP

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.

24. 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.

25. SHARE CERTIFICATES

25.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that Shareholder holds.

25.2 Every certificate must specify:

25.2.1 in respect of how many shares, of what class, it is issued;

25.2.2 the nominal value of those shares;

- 25.2.3 that the shares are fully paid; and
- 25.2.4 any distinguishing numbers assigned to them.
- 25.3 No certificate may be issued in respect of shares of more than one class.
- 25.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 25.5 Certificates must be otherwise executed in accordance with the Companies Acts.

26. REPLACEMENT SHARE CERTIFICATES

- 26.1 If a certificate issued in respect of a Shareholder's shares is:
 - 26.1.1 damaged or defaced; or
 - 26.1.2 said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 26.2 A Shareholder exercising the right to be issued with such a replacement certificate:
 - 26.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 26.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 26.2.3 must comply with such conditions as to evidence and indemnity as the directors decide.

27. SHARE TRANSFERS AND TRANSMISSIONS: GENERAL

- 27.1 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.
- 27.2 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.
- 27.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 27.4 The Company may retain any instrument of transfer which is registered.
- 27.5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

- 27.6 No share shall be transferred unless the transfer is made in accordance with the terms of any Members' Consent.
- 27.7 Subject to article 27.8, the directors must register any duly stamped transfer made in accordance with the terms of any Members' Consent and shall not have any discretion to register any transfer of shares which has not been made in compliance with the terms of any Members' Consent.
- 27.8 The directors shall, 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 Members' Consent (or similar document) in force 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 27.8, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 27.9 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 27.10 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- 27.10.1 may, subject to the Articles and the terms of any Members' Consent, choose either to become the holder of those shares or to have them transferred to another person; and
- 27.10.2 subject to the Articles and the terms of any Members' Consent, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 27.11 But transmittees do 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 they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.
- 27.12 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 27.13 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it but such transfer may only be made and registered in accordance with the terms of any Members' Consent.
- 27.14 Any permitted transfer made or executed under article 27.13 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.

- 27.15 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 has been entered in the register of members.

Dividends and Other Distributions

28. PROCEDURE FOR DECLARING DIVIDENDS

- 28.1 The Company may by ordinary resolution declare dividends and interim dividends and the Company shall notify all Shareholders of any dividends so declared.
- 28.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 28.3 No dividend may be declared or paid unless it is in accordance with any Members' Consent.
- 28.4 Unless the Shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of shares on the date of the resolution.
- 28.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 28.6 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

29. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 29.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- 29.1.1 transfer to a bank or building society account specified by the distribution recipient in writing;
 - 29.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
 - 29.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
 - 29.1.4 any other means of payment as the directors agree with the distribution recipient in writing.

29.2 In the Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:

29.2.1 the holder of the share; or

29.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

29.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy or otherwise by operation of law, the transmittee.

30. **NO INTEREST ON DISTRIBUTIONS**

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

30.1.1 the terms on which the share was issued; or

30.1.2 the provisions of another agreement between the holder of that share and the Company.

31. **UNCLAIMED DISTRIBUTIONS**

31.1 Provided the Company has taken all reasonable steps to notify the Shareholders of any dividends or other sums to payable in respect of shares, all dividends or other sums which are:

31.1.1 payable in respect of shares; and

31.1.2 unclaimed after having been declared or become payable,

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

31.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

31.3 If:

31.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

31.3.2 the distribution recipient has not claimed it,

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

32. NON-CASH DISTRIBUTIONS

- 32.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 32.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- 32.2.1 fixing the value of any assets;
 - 32.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - 32.2.3 vesting any assets in trustees.

33. WAIVER OF DISTRIBUTIONS

- 33.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:
- 33.1.1 the share has more than one holder; or
 - 33.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

34. CAPITALISATION OF PROFITS

- 34.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:
- 34.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - 34.1.2 appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.
- 34.2 Capitalised sums must be applied:
- 34.2.1 on behalf of the persons entitled; and

- 34.2.2 in the same proportions as a dividend would have been distributed to them.
- 34.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 34.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 34.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled to them; or
- 34.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 34.5 Subject to the Articles and the terms of any Members' Consent, the directors may:
- 34.5.1 apply capitalised sums in accordance with Articles 34.3 and 34.4 partly in one way and partly in another;
- 34.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 34 (including the issuing of fractional certificates or the making of cash payments); and
- 34.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 34.

Decision making by Shareholders

35. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 35.1 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.
- 35.2 A person is able to exercise the right to vote at a general meeting when:
- 35.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 35.2.2 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.
- 35.3 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.
- 35.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.

- 35.5 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.

36. QUORUM FOR GENERAL MEETINGS

- 36.1 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.

- 36.2 If the Company only has one member, one qualifying person present at a meeting is a quorum.

- 36.3 In any other case, two qualifying persons entitled to vote upon the business and together holding at least fifty per cent in nominal value of the shares of the Company in issue are a quorum, unless:

36.3.1 each is a qualifying person only because he is authorised under section 323 of the CA 2006 to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or

36.3.2 each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.

37. CHAIRING GENERAL MEETINGS

The chairperson of the board of directors (if any) shall chair general meetings. If the chairperson is unable to attend any general meeting, the Shareholders present at the meeting must appoint a director or Shareholder present at the meeting to act as chair at the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

38. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 38.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

- 38.2 The chairman of the meeting may permit other persons who are not:

38.2.1 Shareholders of the Company; or

38.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

39. ADJOURNMENT

39.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

39.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

39.2.1 the meeting consents to an adjournment; or

39.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

39.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

39.4 When adjourning a general meeting, the chairman of the meeting must:

39.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

39.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

39.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

39.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

39.5.2 containing the same information which such notice is required to contain.

39.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

40. VOTING

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

41. POLL VOTES

41.1 A poll on a resolution may be demanded:

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

41.1.2 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.

41.2 A poll may be demanded at any general meeting by:

- (a) a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting;
- (b) two or more persons having the right to vote on the resolution; or
- (c) 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.

41.3 A demand for a poll may be withdrawn if:

41.3.1 the poll has not yet been taken; and

41.3.2 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.

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

42. CONTENT OF PROXY NOTICES

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

42.1.1 states the name and address of the Shareholder appointing the proxy;

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

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

42.1.4 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 general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid.

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

42.3 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.

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

42.4.1 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

42.4.2 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.

43. **DELIVERY OF PROXY NOTICES**

43.1 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.

43.2 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.

43.3 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.

43.4 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.

Administrative Arrangements

44. **MEANS OF COMMUNICATION TO BE USED**

44.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by or to the Company.

44.2 Subject to the Articles, any notice or document to be sent or supplied to a director shall be in hard copy form with a copy sent by email to the last known email address of the recipient as notified to the Company from time to time.

44.3 Subject to article 44.4, any notice, document or other information shall be deemed received by the intended recipient:

44.3.1 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;

44.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

44.3.3 if sent by pre-paid airmail providing proof of postage, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.

44.4 If deemed receipt under article 44.3 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information.

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

44.5.1 if delivered by hand, the notice was delivered to the correct address; and

44.5.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted.

44.6 *In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.*

45. **INDEMNITY AND INSURANCE**

45.1 Subject to article 45.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

45.1.1 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 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

45.1.2 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 45.1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

45.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

45.3 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.

45.4 *In this article:*

- 45.4.1 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
- 45.4.2 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.