

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12852739**

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

GARDEN PARTEA LIMITED

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

Given at Companies House, Cardiff, on **2nd September 2020**



* N12852739O *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **01/09/2020**

X9CP5WT7

<i>Company Name in full:</i>	GARDEN PARTEA LIMITED
<i>Company Type:</i>	Private company limited by shares
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	2 HIGH CRAGG CLOSE KENDAL ENGLAND LA9 6HN
<i>Sic Codes:</i>	56102

Company Director *1*

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	3
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	3
<i>Prescribed particulars</i>			

FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	3
		<i>Total aggregate nominal value:</i>	3
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **HELEN LADHAMS**

Address **2 HIGH CRAGG CLOSE
KENDAL
ENGLAND
LA9 6HN**

Class of Shares: **ORDINARY**

Number of shares: **3**

Currency: **GBP**

Nominal value of each share: **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MRS HELEN NGAIRE LADHAMS**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/11/1968** ***Nationality:*** **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

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

Name: **HELEN LADHAMS**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of GARDEN PARTEA LIMITED

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

Name of each subscriber	Authentication
HELEN LADHAMS	Authenticated Electronically

Dated: 01/09/2020

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

GARDEN PARTEA LIMITED

ARTICLES OF ASSOCIATION
OF
GARDEN PARTEA LIMITED

Defined terms

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

“Articles”	means the Company's articles of association;
“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;
“Chairman”	means the chair of the Board as more particularly set out in Article 12;
“Chairman of the Meeting”	means the chair of a general meeting of the Company as elected pursuant to Article 37;
“Companies Act”	means the Companies Acts 2006 (together with any other acts as defined in section 2 of the Companies Act 2006) as amended from time to time, insofar as it applies to the Company;
“Director”	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
“Distribution Recipient”	has the meaning given in Article 29;
“Document”	includes, unless otherwise specified, any document sent or supplied in electronic form as defined by section 1168 of the Companies Act;
“Fully Paid”	in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
“Hard Copy Form”	has the meaning given in section 1168 of the Companies Act;
“Instrument”	means a Document in Hard Copy Form;
“Ordinary Resolution”	has the meaning given in section 282 of the Companies Act;
“Paid”	means paid or credited as paid;
“Proxy Notice”	has the meaning given in Article 43;
“Shareholder”	means a person who is the holder of a Share and “Shareholders” shall be construed accordingly;

“Shares”	means shares in the Company and “Share” shall be construed accordingly;
“Special Resolution”	has the meaning given in section 283 of the Companies Act;
“Subsidiary”	has the meaning given in section 1159 of the Companies Act;
“Transmittee”	means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law; and

- 1.2** Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act as in force on the date when these Articles become binding on the Company.

Liability of members

- 2.** The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

Directors’ general authority

- 3.** Subject to the Articles, the Directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

Shareholders’ reserve power

- 4.1** Subject always to Article 52, the Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 4.2** No Special Resolution passed in accordance with Article 4.1 invalidates anything which the Directors have done before the passing of the resolution.

Directors may delegate

- 5.1** Subject to the Articles and the provisions of the Shareholders’ Agreement, the Directors may delegate any of the powers which are conferred on them under the Articles to such person or committee by such means (including by power of attorney), to such an extent, in relation to such matters or territories and on such terms and conditions as they think fit.
- 5.2** If the Directors so specify, any such delegation may authorise further delegation of the Directors’ powers by any person to whom they are delegated.
- 5.3** The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 6.1** Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the

Articles or the Shareholders' Agreement which govern the taking of decisions by Directors.

- 6.2** The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

Directors to take decisions collectively

- 7.1** The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.
- 7.2** If the Company only has one Director and no provision of the Articles requires it to have more than one Director, the general rule set out in Article 7.1 does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

Unanimous decisions

- 8.1** 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.
- 8.2** Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 8.3** References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 8.4** A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

Calling a Directors' meeting

- 9.1** Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 9.2** Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and 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.

Participation in Directors' meetings

- 10.1** Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with the Articles and they can each communicate 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.

Quorum for Directors' meetings

- 11.1** At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2** The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but unless otherwise fixed it is 1.
- 11.3** If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors, or to call a general meeting so as to enable the Shareholders to appoint further Directors.
- 11.4** In the event of illness or incapacity which prevents a Director from carrying out his duties, a Director (other than an alternate Director) shall be entitled to appoint any other Director (or any other person approved by a resolution of the Directors), to be an alternate Director and may remove from office an alternate Director appointed by him, such appointment or removal to be in a written notice to the Company signed by the Director making or revoking the appointment or in any other means approved by the Directors.
- 11.5** Alternate Directors shall be entitled to perform all the functions of their appointor as a Director and shall be entitled to receive notice of, attend and vote at any meeting at which his appointor is not personally present.
- 11.6** An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be an agent of the Director appointing him. Alternate Directors shall not be entitled to any remuneration for carrying out their duties as an alternate Director.

Chairing of Directors' meetings

- 12.1** The Directors may appoint one of their number to act as Chairman and may terminate the appointment of a Chairman at any time.
- 12.2** 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 may appoint one of themselves to chair it.

Casting vote

- 13.1** If the numbers of votes for and against a proposal are equal, the Chairman has a casting vote.

Conflicts of interest

14. Directors may vote on any resolution, and shall form part of the quorum, at Directors' meetings or meetings of committees of the Directors as long as they declare any direct or indirect interest they may have in the matter under vote and provided that they comply at all times with their fiduciary duties.

Records of decisions to be kept

15. 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.

Directors' discretion to make further rules

16. Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

Methods of appointing Directors

- 17.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by Ordinary Resolution, or by a decision of the Directors.
- 17.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.
- 17.3 For the purposes of Article 17.2, where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

Termination of Director's appointment

18. A person ceases to be a Director as soon as:-
- (a) he or she dies
 - (b) that person ceases to be a Director by virtue of any provision of the Companies Act or is prohibited from being a Director by law;
 - (c) a Bankruptcy order is made against that person;
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (e) 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;
 - (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

- (g) 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.

Directors' remuneration

- 19.1** Directors may undertake any services for the Company that the Directors decide.
- 19.2** Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors, and for any other service which they undertake for the Company.
- 19.3** Subject to the Articles, a Director's remuneration may take any form, and may 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.
- 19.4** Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 19.5** 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.

Directors' expenses

- 20.** The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at meetings of Directors or committees of Directors, general meetings, or 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.

Share issues

- 21.1** No Share is to be issued unless it is fully Paid.

Powers to issue different classes of Share

- 22.1** Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution from time to time.
- 22.2** 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.
- 22.3** The Company has a lien over all Shares including Fully Paid Shares registered in the name of anyone who owes or has a liability to the Company.

Company not bound by less than absolute interests

- 23.** 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.

Share certificates

- 24.1** The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 24.2** Every certificate must specify in respect of how many Shares, of what class, it is issued, the nominal value of those Shares, that the Shares are Fully Paid and any distinguishing numbers assigned to them.
- 24.3** No certificate may be issued in respect of Shares of more than one class.
- 24.4** If more than one person holds a Share, only one certificate may be issued in respect of it.
- 24.5** Certificates must have affixed to them the Company's common seal or be executed in accordance with the Companies Acts.

Replacement share certificates

- 25.1** If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 25.2** A Shareholder exercising the right to be issued with such a replacement certificate must return the certificate which is to be replaced to the Company if it is damaged or defaced and must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

Share transfers

- 26.1** Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 26.2** No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 26.3** The Company may retain any Instrument of transfer which is registered.
- 26.4** The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 26.5** The Directors may refuse to register the transfer of a Share, and if they do so, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 26.6** The Company shall have power, subject to and in accordance with the provisions of the Act, to purchase any of its own Shares, whether or not they are redeemable and may make a payment out of capital in respect of the purchase.

Transmission of Shares

- 27.1** If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share.
- 27.2** A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person and subject to the Articles (and pending any transfer of the Shares to another person), has the same rights as the holder had, save that Transmittrees 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.
- 27.3** Transmittrees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 27.4** If the Transmittree wishes to have a Share transferred to another person, the Transmittree must execute an Instrument of transfer in respect of it.
- 27.5** Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 27.6** If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the register of members.

Procedure for declaring dividends

- 28.1** The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 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 Shareholders' respective rights and/or the terms of any dividend waiver.
- 28.4** Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, or the terms of any dividend waiver specify otherwise, dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 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 arrears.
- 28.6** The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 28.7** 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.

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—

- (a) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or
- (d) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

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—

- (a) the holder of the Share; or
- (b) if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

No interest on distributions

30. The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the terms on which the Share was issued, or the provisions of another agreement between the holder of that Share and the Company.

Unclaimed distributions

31.1 All dividends or other sums which are payable in respect of Shares, and 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 twelve years have passed from the date on which a dividend or other sum became due for payment, and the Distribution Recipient has not claimed it, the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

Non-cash distributions

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, fixing the value of any assets, paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees.

Waiver of distributions

- 33.** Notwithstanding the terms of any previously executed dividend waiver, 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 the Share has more than one holder, or 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.

Authority to capitalise and appropriation of capitalised sums

- 34.1** Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution 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 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 on behalf of the persons entitled and 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 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 the Directors may apply capitalised sums in accordance with Articles 34.3 and 34.4 partly in one way and partly in another, may make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments) and may 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.

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 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

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** Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the Chair shall be deemed to be the place of the meeting.

Quorum for general meetings

- 36.1** No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 36.2** The quorum for a general meeting may be fixed by the Directors from time to time, but unless otherwise fixed shall be holder(s) of at least 66.6% of the currently issued ordinary shares.

Chairing general meetings

- 37.1** If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 37.2** If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present, or (if no Directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

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 Shareholders of the Company, or otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

- 39.1** If there is no quorum present within half an hour of the time the meeting is due to start, the meeting will be adjourned until the same day the next week at the same time and place or to any other day, time and place the Directors decide. If there is no quorum present at the adjourned meeting within half an hour of the time it is due to start, that meeting will be dissolved.
- 39.2** The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or 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 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 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) to the same persons to whom notice of the Company's general meetings is required to be given, and 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.

Voting: general

EITHER

- 40.1** A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 40.2** For the avoidance of doubt, the chairman of the meeting shall not have a casting vote.

Errors and disputes

- 41.1** No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 41.2** Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

Poll votes

- 42.1** A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or 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.
- 42.2** A poll may be demanded by the Chairman of the Meeting, or the Directors, or two or more persons having the right to vote on the resolution, or 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.
- 42.3** A demand for a poll may be withdrawn if the poll has not yet been taken, and the Chairman of the Meeting consents to the withdrawal.

- 42.4** Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

Content of Proxy Notices

- 43.1** Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which states the name and address of the Shareholder appointing the proxy, identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed, is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine and is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 43.2** The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 43.3** 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.
- 43.4** Unless a Proxy Notice indicates otherwise, it must be treated as 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 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of Proxy Notices

- 44.1** 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.
- 44.2** 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.
- 44.3** 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.
- 44.4** 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.

Amendments to resolutions

- 45.1** An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 45.2** A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and the amendment does

not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 45.3** If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

Means of communication to be used

- 46.1** 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 Companies Act provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 46.2** Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 46.3** A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seal

- 47.1** The Company does not need to have a Company seal.
- 47.2** If the Directors decide that the Company should, the seal must only be used with the approval of the Directors or of a Directors' committee. The Directors may decide who should sign any Document the seal is attached to. Unless they make a specific decision, this will be a Director and the Company Secretary or two Directors.

No right to inspect accounts and other records

- 48.** Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

Provision for employees on cessation of business

- 49.** The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

Indemnity

- 50.1** Subject to paragraph (2), a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:-
- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,

- (b) any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act),
- (c) any other liability incurred by that Director as an officer of the Company or an associated Company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

50.3 In this Article companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate, and a “relevant Director” means any Director or former Director of the Company or an associated Company.

Insurance

51.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director (as defined in Article 50.3) in respect of any relevant loss.

51.2 In this Article, a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated Company (as defined in Article 50.3) or any pension fund or employees’ Share scheme of the Company or associated Company.