

**Company No. 13240874**

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**DFSI M25 LTD**

**(ADOPTED BY SPECIAL RESOLUTION PASSED ON 01 JULY 2021)**

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**ARTICLES OF ASSOCIATION  
OF  
DFSI M25 LTD  
(the "company")  
(Adopted by special resolution passed on 01 July 2021)**

**Part 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1. PRELIMINARY**

- 1.1 The following regulations constitute the articles of association of the company and neither the regulations in The Companies (Model Articles) Regulations 2008 nor any other articles or regulations prescribed as the form of articles applicable to companies shall apply to the company.
- 1.2 In the articles, the headings are for convenience only and shall be ignored in construing the meaning of the articles.

**2. DEFINED TERMS**

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

"**accepting shareholder**" has the meaning given in article 46;

"**acting in concert**" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"**affiliates**" in respect of any undertaking, its subsidiary undertakings and parent undertakings and the subsidiary undertakings of each such parent undertaking;

"**allocation notice**" has the meaning given in article 43;

"**articles**" means the company's articles of association;

"**associate**" has the meaning given to it in section 435 of the Insolvency Act 1986;

"**B ordinary shares**" means B ordinary shares of £1.00 each in nominal value having the rights set out in these articles;

"**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;

"**buyer**" has the meaning given in article 46;

"**call**" has the meaning given in article 33;

"**call notice**" has the meaning given in article 33;

"**call payment date**" has the meaning given in article 36;

"**called shareholders**" has the meaning given in article 45;

"**called shares**" has the meaning given in article 45;

"**capitalised sum**" has the meaning given in article 56;

"**chairman**" has the meaning given in article 13;

"**chairman of the meeting**" has the meaning given in article 59;

"**commencement date**" means the date on which these articles are adopted;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"**company's lien**" has the meaning given in article 31.1;

"**consideration**" has the meaning given in article 43;

"**continuing shareholder**" has the meaning given in article 43;

"**convertible securities**" has the meaning given in article 46;

"**corporate group**" means, in relation to any corporate shareholder, that corporate shareholder and its associates from time to time;

"**corporate shareholder**" means a shareholder (whether the shares are held legally or beneficially) which is a 'body corporate', as such term is defined in the Companies Act 2006 or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000;

"**corporate shares**" means any shares held by a corporate shareholder (whether legally or beneficially);

"**drag along notice**" has the meaning given in article 45;

"**drag along option**" has the meaning given in article 45;

"**deemed transfer notice**" has the meaning given in article 44.1;

"**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 50.7;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**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 2006;

"**holder**" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"**instrument**" means a document in hard copy form;



**"issue price"** means, in respect of any share, the subscription price paid up or credited as paid up (or agreed to be paid) in respect of that share, including any share premium;

**"ITEPA"** means the Income Tax (Earnings and Pensions) Act 2003;

**"investor"** means Drake Restaurantes Y Servicios Etve S.L. a company organised and in good standing under the laws of Spain having its registered address at Calle General Díaz Porlier 21, Entreplanta B, 28001 Madrid, Spain;

**"lien enforcement notice"** has the meaning given in article 32.2;

**"minimum transfer condition"** has the meaning given in article 43;

**"new shareholder"** has the meaning given in article 45;

**"offer"** has the meaning given in article 46;

**"offer notice"** has the meaning given in article 46;

**"offer period"** has the meaning given in article 43;

**"offer shares"** has the meaning given in article 46;

**"ordinary resolution"** has the meaning given in section 282 of the Companies Act 2006;

**"ordinary shares"** means ordinary shares of £1.00 each in nominal value having the rights set out in these articles;

**"other shareholders"** has the meaning given in article 46.3.1;

**"paid"** means paid or credited as paid;

**"partly paid"** in relation to a share, means that the nominal value or any share premium (or both) are not yet paid, and not payable until called by the company;

**"participate"**, in relation to a directors' meeting, has the meaning given in article 11;

**"persons entitled"** has the meaning given in article 56;

**"privileged relation"** in relation to any individual, means the spouse or civil partner (as defined in the Civil Partnership Act 2004) or widow of such individual and the descendants (including step and adopted children) of such individual;

**"proposed buyer"** has the meaning given in article 45;

**"proposed sellers"** has the meaning given in article 46.2;

**"proposed transfer"** has the meaning given in article 46;

**"proxy notice"** has the meaning given in article 65;

**"relevant rate"** has the meaning given in article 36;

**"sale date"** has the meaning given in article 46;

**"sale shares"** has the meaning given in article 43;

"**secured institution**" has the meaning given in article 42.8.1.1;

"**seller**" has the meaning given in article 43;

"**sellers' shares**" has the meaning given in article 45,

"**selling shareholders**" has the meaning given in article 45;

"**shareholder**" means a person who is the holder of a share;

"**shares**" means any shares in the capital of the company in issue from time to time including the ordinary shares and the B ordinary shares and each "**share**" shall be construed accordingly;

"**special resolution**" has the meaning given in section 283 of the Companies Act 2006;

"**specified price**" has the meaning given in article 46;

"**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006;

"**surplus shares**" has the meaning given in article 43;

"**transfer notice**" has the meaning given in article 43;

"**transfer price**" has the meaning given in article 43;

"**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

"**writing**" means 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.

2.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the commencement date.

2.3 The provisions of the articles relating to general meetings and to the proceedings at general meetings shall apply to separate meetings of a class of shareholder (save that the quorum requirement at all such separate meetings shall be as provided in section 334 of the Companies Act 2006).

### 3. **LIABILITY OF MEMBERS**

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

## **Part 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

### 4. **DIRECTORS' GENERAL AUTHORITY**

- 4.1 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.
- 4.2 Without the need for a special resolution of the company, the company may at any time change its name by a decision of the directors, and where the directors decide to change the name, the secretary (if any) or any other person authorised by the directors shall give a notice to that effect to the Registrar of Companies accompanied by a statement that the change of name has been made in accordance with the articles (in the form required by section 79(1)(b) of the Companies Act 2006).

## **5. SHAREHOLDERS' RESERVE POWER**

- 5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **6. DIRECTORS MAY DELEGATE**

- 6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
  - 6.1.1 to such person or committee;
  - 6.1.2 by such means (including by power of attorney);
  - 6.1.3 to such an extent;
  - 6.1.4 in relation to such matters or territories; and
  - 6.1.5 on such terms and conditions as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 A reference in the articles to the exercise of a power or the taking of a decision by the directors includes the exercise of the power or the taking the decision by any person or committee (including any sub-committee) to whom it has been delegated.
- 6.4 The directors may revoke any delegation in whole or part, or alter its terms and conditions and where any person to whom any powers are delegated holds those powers by virtue of being appointed as an executive, any variation of revoking of those powers is without prejudice to any contract with that executive.

## **7. COMMITTEES**

- 7.1 Committees (including any sub-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 which govern the taking of decisions by directors.
- 7.2 The directors may make rules of procedure for all or any committees (or sub-committees), which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

**8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

8.1 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 9.

8.2 If:

8.2.1 the company only has one director for the time being; and

8.2.2 no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may, for as long as he remains the sole director, take decisions without regard to any of the provisions of the articles relating to directors' decision-making (except for his duty to keep records of such decisions under article 18).

**9. UNANIMOUS DECISIONS**

9.1 A unanimous decision taken under this article must take the form of a resolution in writing, where each eligible director has signed one or more copies of it.

9.2 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.

**10. CALLING A DIRECTORS' MEETING**

10.1 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.

10.2 Notice of any directors' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

10.2.3 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.

10.3 Notice of a directors' meeting must be given to each director in writing.

10.4 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.

**11. PARTICIPATION IN DIRECTORS' MEETINGS**

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

11.1.1 the meeting has been called and takes place in accordance with the articles; and

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

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

11.3 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.

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

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

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two, unless only one director is appointed at that time, in which case the quorum shall be one. For so long as a director has been appointed by a shareholder pursuant to article 20.1.3 or article 20.2, such director shall form part of the quorum of the meeting, save with such director's prior consent.

12.3 For the purposes of any meeting held under article 16 to authorise a director's conflict of interests, if there is only one eligible director in office other than the conflicted director or directors, then the quorum for the meeting shall be one eligible director.

## 13. **CHAIRING OF DIRECTORS' MEETINGS**

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the "**chairman**".

13.3 The directors may terminate the chairman's appointment at any time.

13.4 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.

## 14. **CASTING VOTE**

The chairman of a directors' meeting shall not have a casting vote.

## 15. **DIRECTORS' APPOINTMENTS AND INTERESTS**

15.1 This article 15 is subject to the provisions of the Companies Acts.

15.2 A director may:

15.2.1 be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the company or in which the company is otherwise interested; and

15.2.2 be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the company is interested, and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or employment, that director may be counted as participating in the decision making process for quorum and voting purposes.

- 15.3 Article 15.2 above is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006.
- 15.4 The following shall not be treated as an "interest":
- 15.4.1 an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware;
  - 15.4.2 an interest of which the other directors are aware, or ought reasonably to be aware, to the extent they are or ought reasonably to be aware of such interest;
  - 15.4.3 an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and
  - 15.4.4 an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.
16. **DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST**
- 16.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interests.
- 16.2 Authorisation given by the directors under article 16.1 may be subject to any terms and conditions which the directors consider appropriate, and the directors may at any time vary or terminate such authorisation.
- 16.3 A decision to authorise any matter under article 16.1 may be made either at a meeting of the directors or by unanimous decision of those directors entitled to vote on the matter, but the decision will only be effective if:
- 16.3.1 the quorum for any meeting at which the matter is considered is met without counting the director in question or any other interested director; and
  - 16.3.2 the matter is agreed to without any interested director voting, or would have been agreed to had no interested directors' votes been counted.
- 16.4 The provisions of this article 16 shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a director and the company, article 15 shall apply to directors' interests in any such transactions or arrangements.
17. **MANAGEMENT OF DIRECTORS' CONFLICTS**
- 17.1 Where the directors have authorised any matter under article 16.1, or where a matter falls within article 15 the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director:

- 17.1.1 is excluded from discussions (whether at directors' meetings or otherwise) related to the matter;
  - 17.1.2 is not given any documents or other information relating to the matter; or
  - 17.1.3 both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter.
- 17.2 Where the directors have authorised any matter under article 16.1, or where a matter falls within article 15 then an interested director:
  - 17.2.1 will not be required to disclose to the company, or use for the benefit of the company, any confidential information relating to the matter if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with the matter;
  - 17.2.2 may absent himself from directors' meetings at which the matter may be discussed; and
  - 17.2.3 may make such arrangements as he thinks fit not to receive documents and information in relation the matter, or for such documents and information to be received and read by a professional adviser on behalf of that director.
- 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required.
- 17.4 Where the directors authorise a matter under article 16.1, or where a matter falls within article 15 then an interested director:
  - 17.4.1 will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter; and
  - 17.4.2 will not infringe any duty he owes to the company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation.
- 17.5 In relation to any matter which has been authorised under article 16.1, or where a matter involves a transaction or arrangement which falls within article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with article 15.3):
  - 17.5.1 an interested director will not be accountable to the company for any benefit conferred on him in connection with that matter;
  - 17.5.2 the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and
  - 17.5.3 no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

**18. RECORDS OF DECISIONS TO BE KEPT**

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, and every decision of a sole director.

**19. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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.

**APPOINTMENT OF DIRECTORS**

**20. METHODS OF APPOINTING DIRECTORS**

20.1 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:

20.1.1 by ordinary resolution;

20.1.2 by a decision of the directors; or

20.1.3 by notice in writing by a shareholder in such circumstances as may be agreed with such shareholder pursuant to the terms of any shareholders' agreement entered into with such shareholder.

20.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director.

20.3 For the purposes of article 20.3, 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.

**21. TERMINATION OF DIRECTORS' APPOINTMENT**

A person ceases to be a director as soon as:

21.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

21.2 a bankruptcy order is made against that person;

21.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

21.4 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; or

21.5 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.



**22. DIRECTORS' REMUNERATION**

- 22.1 Directors may undertake any services for the company that the directors decide.
- 22.2 Directors are entitled to such remuneration as the directors determine and as may be provided for in any service agreement or director's letter of appointment with the company:
- 22.2.1 for their services to the company as directors; and
- 22.2.2 for any other service which they undertake for the company.
- 22.3 Subject to the articles, a director's remuneration may:
- 22.3.1 take any form; and
- 22.3.2 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.
- 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 22.5 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.
- 22.6 Where a director is appointed to office as chairman, as chief executive officer or as the holder of an executive position or is otherwise appointed to provide services to the company, that appointment or the contract for those services will terminate immediately upon him ceasing (for any reason), to be a director. Termination of that appointment under this article 22.6 will be without prejudice to any claim for damages the director may have for breach of any employment contract or contract to provide services between that person and the company.

**23. DIRECTORS' EXPENSES**

The company may pay any reasonable expenses which the directors, any alternate directors and the company secretary (if any) properly incur in connection with their attendance at:

- 23.1 meetings of directors or committees of directors;
- 23.2 general meetings; or
- 23.3 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.

**24. SECRETARY**

The directors may determine from time to time whether a person shall hold the office of company secretary and at any time when the company is without a secretary anything required or authorised to be done by or to the secretary may be done by or to a director (or by a person authorised generally or specifically in that behalf by the directors), the appointment of a person, or persons jointly, to office as secretary shall be decided by the

directors who may remove any person or persons appointed to that office and may appoint a person or persons to act in the place of any secretary removed from office or may appoint a person or persons to act jointly with any person holding office as secretary.

### **Part 3**

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **25. POWERS TO ISSUE SHARES**

- 25.1 Subject to these articles, the provisions of the Companies Act and to any relevant authority of the company in general meeting, 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 and the directors may allot (with or without conferring rights of renunciation), grant options over or otherwise dispose of them at such times and upon such terms as the directors may decide.
- 25.2 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.
- 25.3 At any time when the company has a single class of shares, the directors may exercise any power given to them by section 550 of the Companies Act 2006, subject to the provisions of article 25.
- 25.4 The directors must not exercise any power to allot shares, or to grant rights to subscribe for or to convert any security into, any shares in the company unless such allotment, grant or conversion:
- 25.4.1 is authorised under the articles;
  - 25.4.2 is authorised from time to time by ordinary resolution; or
  - 25.4.3 is one to which section 549(2) of the Companies Act 2006 applies.
- 25.5 No shares shall be allotted (nor any treasury shares be transferred) to any employee, director, prospective employee or prospective director of the company, who in the opinion of the directors is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the company if so required by the company.

#### **26. POWER TO PURCHASE SHARES**

- 26.1 Subject to the Companies Act 2006 but without prejudice to any other provision of these articles, the company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:
- 26.1.1 £15,000; and
  - 26.1.2 the nominal value of 5% of the company's fully paid share capital at the beginning of each financial year of the company.

#### **27. PRE-EMPTION RIGHTS**

Sections 561 and 562 of the Companies Act 2006 shall apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.

**28. 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.

**29. SHARE CERTIFICATES**

29.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

29.2 Every certificate must specify:

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

29.2.2 the nominal value of those shares;

29.2.3 whether the shares are fully or partly paid; and

29.2.4 any distinguishing numbers assigned to them.

29.3 No certificate may be issued in respect of shares of more than one class.

29.4 If more than one person holds a share, only one certificate may be issued in respect of it.

29.5 Certificates must:

29.5.1 have affixed to them the company's common seal; or

29.5.2 be otherwise executed in accordance with the Companies Act.

**30. REPLACEMENT SHARE CERTIFICATES**

30.1 If a certificate issued in respect of a shareholder's shares is:

30.1.1 damaged or defaced; or

30.1.2 said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

30.2 A shareholder exercising the right to be issued with such a replacement certificate:

30.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

30.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

30.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

**31. COMPANY'S LIEN OVER SHARES**

31.1 The company has a lien ("**company's lien**") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the

company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future.

31.2 The company's lien over a share:

31.2.1 takes priority over any third party's interest in that share; and

31.2.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share. The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

32. **ENFORCEMENT OF THE COMPANY'S LIEN**

32.1 Subject to the provisions of this article 32, if:

32.1.1 a lien enforcement notice has been given in respect of a share; and

32.1.2 the person to whom the notice was given has failed to comply with it, the company may sell that share in such manner as the directors decide.

32.2 A lien enforcement notice:

32.2.1 may only be given in respect of a share which is subject to the company's lien and in respect of a sum payable to the company for which the due date for payment has passed;

32.2.2 must specify the share concerned;

32.2.3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

32.2.4 must be addressed either to the holder of the share or to a transferee of that holder; and

32.2.5 must state the company's intention to sell the share if the notice is not complied with.

32.3 Where shares are sold under this article 32:

32.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and

32.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

32.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

32.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

- 32.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable by that person (or his estate or any joint holder of the shares) after the date of the lien enforcement notice.
- 32.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
  - 32.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
  - 32.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 33. **CALL NOTICES**
  - 33.1 Subject to the articles and to the terms on which shares are allotted, the directors may send a notice ("**call notice**") to a shareholder requiring the shareholder to pay the company a specified sum of money ("**call**") which is payable in respect of shares in the company held by that shareholder at the date when the directors decide to send the call notice.
  - 33.2 Call notice:
    - 33.2.1 may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether in respect of nominal value or premium);
    - 33.2.2 must state when and how any call to which it relates is to be paid; and
    - 33.2.3 may permit or require the call to be made in instalments.
  - 33.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
  - 33.4 Before the company has received any call due under a call notice the directors may:
    - 33.4.1 revoke it wholly or in part; or
    - 33.4.2 specify a later time for payment than is specified in the notice,by a further notice in writing to the shareholder in respect of whose shares the call is made.
- 34. **LIABILITY TO PAY CALLS**
  - 34.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
  - 34.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

34.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

34.3.1 to pay calls which are not the same; or

34.3.2 to pay calls at different times.

**35. WHEN CALL NOTICE NEED NOT BE ISSUED**

35.1 A call notice need not be issued in respect of sums which *are* specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium):

35.1.1 on allotment;

35.1.2 on the occurrence of a particular event agreed between the directors; or

35.1.3 on a date fixed by or in accordance with the terms of issue.

35.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

**36. FAILURE TO COMPLY WITH CALL NOTICE AUTOMATIC CONSEQUENCES**

36.1 If a person is liable to pay a call and fails to do so by the call payment date:

36.1.1 the directors may issue a notice of intended forfeiture to that person; and

36.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.

36.2 For the purposes of this article 36:

36.2.1 the "**call payment date**" is, subject to article 33.3, the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date; and

36.2.2 the "**relevant rate**" is:

36.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

36.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

36.2.2.3 if no rate is fixed in either of these ways, 5% per annum.

36.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

36.4 The directors may waive any obligation to pay interest on a call wholly or in part.

**37. NOTICE OF INTENDED FORFEITURE**

**37.1 A notice of intended forfeiture:**

- 37.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- 37.1.2 must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;
- 37.1.3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- 37.1.4 must state how the payment is to be made; and
- 37.1.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

**38. DIRECTORS POWER TO FORFEIT SHARES**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

**39. EFFECT OF FORFEITURE**

**39.1 Subject to the articles, the forfeiture of a share extinguishes:**

- 39.1.1 all interests in that share, and all claims and demands against the company in respect of it; and
- 39.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

**39.2 Any share which is forfeited in accordance with the articles:**

- 39.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
- 39.2.2 is deemed to be the property of the company; and
- 39.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

**39.3 If a person's shares have been forfeited:**

- 39.3.1 the company must send that person notice that forfeiture has occurred and record it in the register of shareholders;
- 39.3.2 that person ceases to be a shareholder in respect of those shares;



- 39.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
  - 39.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 39.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 39.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit.
40. **PROCEDURE FOLLOWING FORFEITURE**
- 40.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 40.2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:
- 40.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
  - 40.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 40.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 40.4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:
- 40.4.1 was, or would have become, payable; and
  - 40.4.2 had not, when that share was forfeited, been paid by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.
41. **SURRENDER OF SHARES**
- 41.1 A shareholder may surrender any share:
- 41.1.1 in respect of which the directors may issue a notice of intended forfeiture;
  - 41.1.2 which the directors may forfeit; or
  - 41.1.3 which has been forfeited.

- 41.2 The directors may accept the surrender of any such share.
- 41.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 41.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

**42. SHARE TRANSFERS**

- 42.1 Subject to the provisions of articles 43, 44, 45 and 46 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 and, unless the share is fully paid, the transferee.
- 42.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 42.3 The company may retain any instrument of transfer which is registered.
- 42.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 42.5 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 as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal.
- 42.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent
- 42.7 The directors may refuse to register the transfer of a share if the transfer is to an employee, director or prospective employee or prospective director of the company, who in the opinion of the directors is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the company.
- 42.8 Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article 42.8 (to the effect that any provision contained in this article 42.8 shall override any other provision of these articles):
  - 42.8.1 the directors (or director, if there is only one) shall not decline to register, or suspend registration of) any transfer of shares, nor may they suspend registration thereof, and the directors' power to forfeit any shares which have been called but remain unpaid after notice requiring payment has been given pursuant to these articles conferred on directors pursuant to these articles or otherwise shall not apply in respect of a transfer, and a holder of the shares in the Company is not required to comply with any provisions of the articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place, where in any such case the transfer:
    - 42.8.1.1 is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee, receiver or manager

for such person) ("**Secured Institution**") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or

42.8.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security interest over the shares; or

42.8.1.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under any security interest,

and the directors (or director, if there is only one) shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise and any pre-emption rights conferred on existing members or any other person by these articles shall not apply to such shares.

42.8.2 The directors (or director, if there is only one) shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in article 42.8.1.1 above).

42.8.3 No lien (whether present or future) in these articles or otherwise shall apply to any shares dividend or moneys payable in respect of any shares where a security interest has been granted over such share in favour of a Secured Institution (as defined in article 42.8.1.1 above) and the Company shall not claim any lien (howsoever arising) in respect of such share while such security remains unreleased. A certificate executed by the party to whom such security interest has been granted that such security interest remains unreleased shall be conclusive evidence of such fact.

Any variation of this article 42.8 shall be deemed to be a variation of the rights of each class of share in the capital of the Company.

#### **43. RIGHTS OF FIRST REFUSAL ON THE TRANSFER OF SHARES**

43.1 In this article 43, 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.

43.2 Save where such shares are transferred pursuant to the provisions of articles 45 and 46 any transfer of shares by a shareholder shall be subject to the pre-emption rights in this article.

- 43.3 Any shareholder ("**seller**") wishing to transfer his or her shares ("**sale shares**") must give notice in writing (a "**transfer notice**") to the company giving details of the proposed transfer including:
- 43.3.1 the number of sale shares;
  - 43.3.2 if the seller wishes to sell the sale shares to a third party, the name of the proposed buyer;
  - 43.3.3 the price (in cash) at which he wishes to sell the sale shares (which will be deemed to be fair market value of the sale shares if no cash price is agreed between the seller and the directors ("**transfer price**")); and
  - 43.3.4 whether the transfer notice is conditional on all, or a specific number of, the sale shares being sold to shareholders ("**minimum transfer condition**").
- 43.4 Once given (or deemed to have been given) under these articles, a transfer notice may not be withdrawn and may only be revoked by resolution of the directors.
- 43.5 A transfer notice or deemed transfer notice will have the effect of constituting the company as the agent of the seller for the purpose of the sale of the sale shares in accordance with the provisions of these articles.
- 43.6 As soon as practicable following the receipt of a transfer notice, the directors shall offer the sale shares for sale in the manner set out in the remaining provisions of this article at the transfer price. Each offer shall be in writing and give details of the number and transfer price of the sale shares offered.
- 43.7 The directors shall offer the sale shares to the investor (the "**continuing shareholder**"), inviting it to apply in writing within the period from the date of the offer to the date 28 days after the offer (both dates inclusive) (the "**offer period**") for the maximum number of sale shares it wishes to buy.
- 43.8 If the sale shares are subject to a minimum transfer condition, any allocation made under article 43.10 to article 43.13 shall be conditional on the fulfilment of the minimum transfer condition.
- 43.9 If the transfer notice includes a minimum transfer condition and the total number of sale shares applied for is less than the number of sale shares specified in the minimum transfer condition, the board shall notify the seller, stating that the minimum transfer condition has not been met and that the relevant transfer notice has lapsed with immediate effect.
- 43.10 If:
- 43.10.1 at the end of the offer period, the total number of sale shares applied for is equal to the number of sale shares, the directors shall allocate the sale shares to the continuing shareholder;
  - 43.10.2 at the end of the offer period, the total number of sale shares applied for is less than the number of sale shares, the directors shall allocate the sale shares to the continuing shareholder in accordance with its application. The balance (the "**surplus shares**") shall be dealt with in accordance with article 43.14.
- 43.11 If:

- 43.11.1 the transfer notice includes a minimum transfer condition and such minimum transfer condition has been satisfied, or the transfer notice does not include a minimum transfer condition; and
- 43.11.2 allocations under article 43.10 have been made in respect of some or all of the sale shares, the directors shall give written notice of allocation (an "**allocation notice**") to the seller and the continuing shareholder to whom sale shares have been allocated. The allocation notice shall specify the number of sale shares allocated to the continuing shareholder, the amount payable by the continuing shareholder for the number of sale shares allocated to him ("**consideration**") and the place and time for completion of the transfer of the sale shares (which shall be at least 7 days, but not more than 28 days, after the date of the allocation notice).
- 43.12 On the date specified for completion in the allocation notice, the seller shall, against payment of the consideration, execute and deliver a transfer of the sale shares allocated to the continuing shareholder, in accordance with the requirements specified in the allocation notice.
- 43.13 If the seller fails to comply with article 43.12:
  - 43.13.1 one of the directors may, as agent on behalf of the seller:
    - 43.13.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant sale shares to the continuing shareholder;
    - 43.13.1.2 receive the consideration and give a good discharge for it (and the continuing shareholder shall not be obliged to see to the distribution of the consideration); and
    - 43.13.1.3 (subject to the transfers being duly stamped) enter the continuing shareholder in the register of members as the holders of the sale shares purchased by it; and
  - 43.13.2 the company shall pay the consideration into a separate bank account in the company's name on trust (but without interest) for the seller until he has delivered his certificate(s) for the relevant sale shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the directors may reasonably require to prove good title to those sale shares, to the company.
- 43.14 If an allocation notice does not relate to all of the sale shares or the transfer notice lapses pursuant to article 43.9 then, subject to article 43.15 and within 28 days following service of the allocation notice or the date of the lapse of the transfer notice (as the case may be), the seller may transfer the surplus shares or the sale shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the transfer price. The sale of the sale shares (following the lapse of a transfer notice) in accordance with this article 43.14 shall continue to be subject to any minimum transfer condition.
- 43.15 The sellers' right to transfer sale shares under article 43.14 does not apply if the directors reasonably consider that:

- 43.15.1 the transferee is a person (or a nominee for a person) who is a competitor with (or an associate of a competitor with) the business of the company; or
  - 43.15.2 the sale of the sale shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
  - 43.15.3 the seller has failed or refused to provide promptly information available to the seller and reasonably requested by the directors to enable them to form the opinion mentioned above.
- 43.16 The restrictions imposed by this article may be waived in relation to any proposed transfer of sale shares with the consent of the investor.
44. **COMPULSORY TRANSFER PROVISIONS**
- 44.1 A shareholder is deemed to have served a transfer notice under article 43.3 (a "**deemed transfer notice**") and shall promptly notify the directors in writing that it has served, or has been deemed liable to serve, such notice (and shall provide such further information in relation thereto as the directors may reasonably request) in such circumstances as may be agreed with such shareholder pursuant to the terms of any shareholders' agreement entered into with such shareholder.
- 44.2 The deemed transfer notice has the same effect as a transfer notice, except that:
- 44.2.1 unless the directors direct otherwise, the sale shares shall be offered first for sale back to the company in priority to the continuing shareholders;
  - 44.2.2 the deemed transfer notice takes effect on the basis that it does not identify a proposed buyer;
  - 44.2.3 the price for the sale shares shall be:
    - 44.2.3.1 where the deemed transfer notice has been deemed served as a result of a shareholder's (being an individual) death, the higher of the fair market value of the sale shares and the issue price of the sale shares; or
    - 44.2.3.2 where paragraph (i) does not apply, either:
      - (a) at the direction of the directors, the nominal value of the sale shares; or
      - (b) in the absence of such direction, the issue price of the sale shares; and
  - 44.2.4 if the continuing shareholders do not accept the offer of shares comprised in the deemed transfer notice then the sale shares shall be offered pursuant to article 43.14 to such third party as may be determined by the company in its sole discretion or shall be acquired by the company or transferred into treasury.
- 44.3 If the seller fails to complete a transfer of sale shares as required under this article 44, the company:

44.3.1 is irrevocably authorised to appoint any person as agent to transfer the sale shares on the seller's behalf and to do anything else that may reasonably be required to complete the sale; and

44.3.2 may receive the purchase price in trust for the seller, giving a receipt that shall discharge the company, the buyer and the continuing shareholders.

45. **DRAG ALONG**

45.1 If the holders of 50.01% or more of the shares in issue for the time being (the "**selling shareholders**") wish to transfer all (but not some only) of their shares (the "**sellers' shares**") to a bona fide purchaser on arm's length terms (the "**proposed buyer**"), the selling shareholders may require all other shareholders (the "**called shareholders**") to sell and transfer all their shares (the "**called shares**") to the proposed buyer (or as the proposed buyer directs) in accordance with the provisions of this article 45 ("**drag along option**").

45.2 The selling shareholders may exercise the drag along option by giving written notice to that effect to the called shareholders (a "**drag along notice**") at any time before the transfer of the sellers' shares to the proposed buyer. The drag along notice shall specify:

45.2.1 that the called shareholders are required to transfer all their called shares pursuant to this article 45;

45.2.2 the person to whom the called shares are to be transferred;

45.2.3 the purchase price payable for the called shares which shall, for each called share, be an amount at least equal to the price per share offered by the proposed buyer for the sellers' shares; and

45.2.4 the proposed date of the transfer.

45.3 Once issued, a drag along notice shall be irrevocable. However, a drag along notice shall lapse if, for any reason, the selling shareholders have not sold the sellers' shares to the proposed buyer within 90 days of serving the drag along notice. The selling shareholders may serve further drag along notices following the lapse of any particular drag along notice.

45.4 No drag along notice shall require a called shareholder to agree to any terms except those specifically set out in this article 45.

45.5 Completion of the sale of the called shares shall take place on the completion date. For the purposes of this article 45, completion date means the date proposed for completion of the sale of the sellers' shares unless:

45.5.1 all of the called shareholders and the selling shareholders agree otherwise in which case the completion date shall be the date agreed in writing by all of the called shareholders and the selling shareholders; or

45.5.2 that date is less than 7 days after the date on which the drag along notice is served, in which case the completion date shall be the 14th day after service of the drag along notice.

45.6 The sale of the called shares by the called shareholders shall not be subject to the provisions of article 42.

- 45.7 On or before the completion date, the called shareholders shall execute and deliver stock transfer forms for the called shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the company. On the completion date, the company shall pay the called shareholders, on behalf of the proposed buyer, the amounts due pursuant to article 45.2.3 to the extent that the proposed buyer has put the company in the requisite funds. The company's receipt for the price shall be a good discharge to the proposed buyer. The company shall hold the amounts due to the called shareholders in trust for the called shareholders without any obligation to pay interest.
- 45.8 To the extent that the proposed buyer has not, on the completion date, put the company in funds to pay the purchase price due in respect of the called shares, the called shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant called shares and the called shareholders shall have no further rights or obligations under this article 45 in respect of their shares.
- 45.9 If any called shareholder does not, on or before the completion date, execute and deliver (in accordance with article 45.7) transfer(s) in respect of all of the called shares held by it, each defaulting called shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the selling shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the company (on trust for such holder) of the purchase price payable for the called shares, and to deliver such transfer(s) to the proposed buyer (or as it may direct) as the holder thereof. After the proposed buyer (or its nominee) has been registered as the holder of the called shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 45.
- 45.10 Following the issue of a drag along notice, upon any person exercising a pre-existing option to acquire shares in the company or exercising a conversion right in respect of any convertible security of the company (a "**new shareholder**"), a drag along notice shall be deemed to have been served on the new shareholder on the same terms as the previous drag along notice. The new shareholder shall then be bound to sell and transfer all shares acquired by it to the proposed buyer (or as the proposed buyer may direct) and the provisions of this article 45 shall apply with the necessary changes to the new shareholder, except that completion of the sale of the shares shall take place on the completion date or immediately upon the new shareholder becoming a shareholder of the company, if later.
46. **TAG ALONG RIGHTS ON A CHANGE OF CONTROL**
- 46.1 This article 46 shall not apply to a proposed transfer in respect of which a drag along notice has been served.
- 46.2 The provisions of article 46.3 to article 46.6 shall apply if, in one or a series of related transactions one or more sellers (the "**proposed sellers**" and each a "**proposed seller**") propose to transfer any of their shares which would, if carried out, result in any person (the "**buyer**"), and any person acting in concert with the buyer, acquiring an interest of 50.01% or more in nominal value of the shares in the company (a "**proposed transfer**").
- 46.3 Before making a proposed transfer, a proposed seller shall procure that the buyer (or the company in its capacity as agent for the buyer) makes an offer in accordance with this article 46 ("**offer**") to:
- 46.3.1 each of the other shareholders (not being a buyer) (the "**other shareholders**") to purchase all of the shares held by them;



- 46.3.2 the holders of any existing options to acquire shares (granted by the company or under any share option arrangements established by the company) that are already capable of exercise or that are expected to become capable of exercise before the proposed transfer, to purchase any shares acquired on the exercise of options at any time before the proposed transfer; and
  - 46.3.3 the holders of any securities of the company that are convertible into shares ("**convertible securities**"), to purchase any shares arising from the conversion of such convertible securities at any time before the proposed transfer,
- for an amount and form of consideration and the proportion of cash per share and/or securities that is at least equal to the highest price per share offered or paid by the buyer, or any person acting in concert with the buyer, in the proposed transfer or in any related previous transaction in the 12 months preceding the date of the proposed transfer (the "**specified price**").
- 46.4 The offer shall be made by written notice (the "**offer notice**"), at least 14 days before the proposed sale date (the "**sale date**") To the extent not described in any accompanying documents, the offer notice shall set out:
    - 46.4.1 the identity of the buyer;
    - 46.4.2 the purchase price and other terms and conditions of payment;
    - 46.4.3 the proposed date and place of transfer;
    - 46.4.4 the number of shares that the proposed sellers are proposing to transfer to the buyer and the proportion that this bears to the proposed sellers' total holding of shares and the number of shares therefore proposed to be purchased by the buyer from the other shareholders (the "**offer shares**");
    - 46.4.5 an undertaking by the buyer that no more favourable terms have been agreed with any proposed seller for the purchase of the shares subject to the proposed transfer or in respect of shares held by the other shareholders;
    - 46.4.6 a time (being not less than 10 business days) within which the offer, if not accepted, shall deemed to be declined; and
    - 46.4.7 any other terms and conditions of sale on which the buyer is proposing to purchase the sellers' and the accepting shareholders' shares.
  - 46.5 If the buyer fails to make the offer to all of the persons listed in article 46.3 in accordance with article 46.3 and article 46.4, the proposed seller shall not be entitled to complete the proposed transfer and no shares shall be capable of being purchased or transferred and the company shall not register any transfer of shares effected in accordance with the proposed transfer.
  - 46.6 If the offer is accepted by any shareholder ("**accepting shareholder**") in writing within 10 business days of receipt of the offer notice, the completion of the proposed transfer shall be conditional on, and shall take place on the same date and at the same time and place as, completion of the purchase of all the offer shares held by accepting shareholders.

**47. TRANSMISSION OF SHARES**

- 47.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 47.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- 47.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
- 47.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 47.3 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 holders death or bankruptcy or otherwise, unless they become the holders of those shares.
- 47.4 Nothing in the articles releases the estate of a deceased member or a member who has been declared bankrupt from any liability in respect of a share solely or jointly held by that member.

**48. EXERCISE OF TRANSMITTEES' RIGHTS**

- 48.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 48.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 48.3 All the articles relating to the transfer of shares apply to any notice under article 48.1 or any transfer made or executed under article 48.2 either of which 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.

**49. TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person named as transferee of the shares in an instrument of transfer executed under article 47.2, has been entered in the register of members.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

**50. PROCEDURE FOR DECLARING DIVIDENDS**

- 50.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 50.2 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.

- 50.3 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 the amounts paid up on the shares on which the dividend is paid (but no account shall be taken for this purpose of any amount which has been paid up on a share in advance of the due date for payment of that amount). All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 50.4 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.
- 50.5 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.
- 50.6 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.

## 51. **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 51.1 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:
  - 51.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 51.1.2 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 either in writing or as the directors may otherwise decide;
  - 51.1.3 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
  - 51.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide.
- 51.2 In the articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:
  - 51.2.1 the holder of the share; or
  - 51.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - 51.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or
  - 51.2.4 such other person or persons as the holder (or in the case of joint holders, all of them) may direct.

**52. NO INTEREST ON DISTRIBUTIONS**

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

52.1.1 the terms on which the share was issued; or

52.1.2 the provisions of another agreement between the holder of that share and the company.

**53. UNCLAIMED DISTRIBUTIONS**

53.1 All dividends or other sums which are:

53.1.1 payable in respect of shares; and

53.1.2 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.

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

53.3 If:

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

53.3.2 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.

**54. NON-CASH DISTRIBUTIONS**

54.1 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).

54.2 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:

54.2.1 fixing the value of any assets;

54.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

54.2.3 vesting any assets in trustees.

**55. WAIVER OF DISTRIBUTIONS**

55.1 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:

55.1.1 the share has more than one holder; or

- 55.1.2 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.

#### **CAPITALISATION OF PROFITS**

#### **56. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

- 56.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

- 56.1.1 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

- 56.1.2 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.

- 56.2 Capitalised sums must be applied:

- 56.2.1 on behalf of the persons entitled; and

- 56.2.2 in the same proportions as a dividend would have been distributed to them.

- 56.3 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 or partly paid to the persons entitled or as they may direct.

- 56.4 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 or partly paid to the persons entitled or as they may direct.

- 56.5 Subject to the articles the directors may:

- 56.5.1 apply capitalised sums in accordance with articles 56.3 and 56.4 partly in one way and partly in another;

- 56.5.2 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

- 56.5.3 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.

#### **Part 4 DECISION—**

#### **MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

#### **57. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 57.1 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.
- 57.2 A person is able to exercise the right to vote at a general meeting when:
- 57.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 57.2.2 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.
- 57.3 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.
- 57.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 57.5 Two or more persons who are not in the same place as each other may 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.
58. **QUORUM FOR GENERAL MEETINGS**
- No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
59. **CHAIRING GENERAL MEETINGS**
- 59.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 59.2 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:
- 59.2.1 the directors present; or
- 59.2.2 (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 59.3 The person chairing a meeting in accordance with this article is referred to as "**the chairman of the meeting**".
60. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**
- 60.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 60.2 The chairman of the meeting may permit other persons who are not:
- 60.2.1 shareholders of the company; or

60.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

## **61. ADJOURNMENT**

61.1 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.

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

61.2.1 the meeting consents to an adjournment; or

61.2.2 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.

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

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

61.4.1 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

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

61.5 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):

61.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

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

61.6 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 AT GENERAL MEETINGS**

### **62. VOTING GENERAL**

62.1 The ordinary shares shall confer on each holder of ordinary shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company. On a poll vote, every holder of ordinary shares shall have one vote for every one ordinary share held.

62.2 The B ordinary shares shall confer on each holder of B ordinary shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to

receive and vote on proposed written resolutions of the Company. On a poll vote, every holder of B ordinary shares shall have one vote for every two B ordinary shares held.

62.3 A resolution put to the vote of a general meeting must be decided on a poll vote.

**63. ERRORS AND DISPUTES**

63.1 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.

63.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

**64. POLL VOTES**

64.1 A poll on a resolution may be demanded:

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

64.1.2 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.

64.2 A poll may be demanded by:

64.2.1 the chairman of the meeting; or

64.2.2 any member present in person or by proxy or by means of a duly authorised representative who is entitled to vote on the relevant resolution.

64.3 A demand for a poll may be withdrawn if:

64.3.1 the poll has not yet been taken; and

64.3.2 the chairman of the meeting consents to the withdrawal, and a demand so withdrawn will not invalidate the results of a show of hands declared before the demand was made.

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

**65. CONTENT OF PROXY NOTICES**

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

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

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

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

65.1.4 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. A proxy notice which does not comply with this article will be invalid unless the directors, in their discretion, accept such notice at any time before the meeting.

- 65.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 65.3 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.
- 65.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 65.4.1 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
  - 65.4.2 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.

**66. DELIVERY OF PROXY NOTICES**

- 66.1 Subject to any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentication required by the directors) must be received at the address specified by the company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote, and any proxy notice received at that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. In calculating the periods mentioned in this article, no account is to be taken of any part of a day that is not a working day (as that term is defined in section 1173 of the Companies Act 2006).
- 66.2 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.
- 66.3 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.
- 66.4 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.
- 66.5 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.

**67. AMENDMENTS TO RESOLUTIONS**

- 67.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 67.1.1 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
- 67.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 67.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 67.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 67.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 67.3 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.

**Part 5**

**ADMINISTRATIVE ARRANGEMENTS**

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

- 68.1 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 2006 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.
- 68.2 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.
- 68.3 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.
- 68.4 The company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the company's notification obligations under paragraph 10 of Schedule 5 of the Companies Act 2006.
- 68.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient:
- 68.5.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 68.5.2 if addressed either:
- 68.5.2.1 to an address outside the United Kingdom; or
- 68.5.2.2 from outside the United Kingdom to an address within the United Kingdom, five working days after posting, provided (in

each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

- 68.5.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 68.5.4 if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and
  - 68.5.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 68.6 For the purposes of this article, no account shall be taken of any part of a day that is not a working day.
- 68.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

**69. COMPANY SEALS**

- 69.1 Any common seal may only be used by the authority of the directors or any committee of the directors.
- 69.2 The directors may decide by what means and in what form any common seal is to be used.
- 69.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 69.4 For the purposes of this article, an authorised person is:
- 69.4.1 any director of the company;
  - 69.4.2 the company secretary (if any); or
  - 69.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

**70. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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.

**71. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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.

## **DIRECTORS INDEMNITY AND INSURANCE**

### **72. INDEMNITY**

72.1 Subject to article 72.2, a relevant director or a relevant secretary of the company or an associated company may be indemnified out of the company's assets against:

72.1.1 any liability incurred by that director or that secretary in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;

72.1.2 any liability incurred by that director or that secretary 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 2006);

72.1.3 any other liability incurred by that director or that secretary as an officer of the company or an associated company.

72.2 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.

72.3 In this article:

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

72.3.2 a "**relevant director**" means any director or former director of the company or an associated company; and

72.3.3 a "**relevant secretary**" means any company secretary or former company secretary of the company or an associated company.

### **73. INSURANCE**

73.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director or any relevant secretary in respect of any relevant loss.

73.2 In this article:

73.2.1 a "**relevant director**" means any director or former director of the company or an associated company;

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

73.2.3 a "**relevant secretary**" means any company secretary or former company secretary of the company or an associated company; and

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