

Company number **SC145401**

**COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

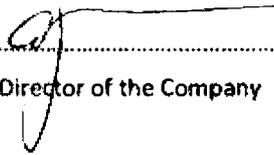
of

**DOWNHOLE PRODUCTS LIMITED (the Company)**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution was passed as a special resolution on 28 May 2020.

**SPECIAL RESOLUTION**

"That the articles of association annexed to this written resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association."

  
.....  
Director of the Company

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**ARTICLES OF ASSOCIATION**

**of**

**DOWNHOLE PRODUCTS LIMITED**

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**B**

**BLACKWOOD PARTNERS <sup>LLP</sup>**

**Private Company Limited by Shares**

**Articles of Association**

**of**

**Downhole Products Limited**

**Company Number: SC145401**

**(Adopted by special resolution passed on \_\_\_\_\_ 2020)**

**Defined terms and liability and exclusions**

**1. Defined terms**

1.1 In the articles, unless the context requires otherwise:

**articles** means these articles of association adopted by the company.

**bankruptcy** includes individual insolvency proceedings such as sequestration in Scotland and insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of sequestration, such as bankruptcy in England and Wales.

**chairman** has the meaning given in article 15.2.

**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** means Downhole Products Limited.

**Conflict** means a situation in which a director has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.

**controlling shareholder** means a registered holder from time to time of not less than 75% in nominal value of the equity share capital of the company.

**director** 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 38.

<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form.
<b>electronic form</b>	has the meaning given in section 1168 of the Companies Act 2006.
<b>eligible director</b>	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
<b>fully paid</b>	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.
<b>hard copy form</b>	has the meaning given in section 1168 of the Companies Act 2006.
<b>holder</b>	in relation to shares means the person whose name is entered in the register of members as the holder of the shares.
<b>Instrument</b>	means a document in hard copy form.
<b>ordinary resolution</b>	has the meaning given in section 282 of the Companies Act 2006.
<b>paid</b>	means paid or credited as paid.
<b>group</b>	means in relation to a company, that company, its subsidiary undertakings, any company of which it is a subsidiary undertaking (its parent undertaking) and any other subsidiary undertakings of any such parent undertaking; and each company in a group is a member of the group. Unless the context otherwise requires, the application of the definition of Group to any company at any time will apply to the company as it is at that time and parent undertaking and subsidiary undertaking mean a <b>parent undertaking</b> and <b>subsidiary undertaking</b> as defined in section 1162 of the Companies Act 2006 (and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1162(2)(b) and (d), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee); and <b>group undertaking</b> shall be construed accordingly.
<b>participate</b>	in relation to a directors' meeting, has the meaning given in article 13.

<b>proxy notice</b>	has the meaning given in article 51.4.
<b>shareholder</b>	means a person who is the holder of a share.
<b>shares</b>	means shares in the company.
<b>special resolution</b>	has the meaning given in section 283 of the Companies Act 2006.
<b>subsidiary</b>	has the meaning given in section 1159 of the Companies Act 2006.
<b>transmitee</b>	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.
<b>writing</b>	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.

- 1.2 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 date when these articles become binding on the company.
- 1.3 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.7 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.8 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Liability of members

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

### **3. Exclusion of prescribed articles**

No regulations prescribed by regulations under any statute concerning companies shall form part of the articles and all such regulations are hereby excluded.

### **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 Any and all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as a controlling shareholder may from time to time by notice in writing to the company prescribe.

#### **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 jointly 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 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. Committees**

- 7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **8. Borrowing powers**

- 8.1 Subject to article 8.2, the directors may exercise all powers of the company to borrow or raise money without limit as to amount and on such terms and in such manner as they think fit and to mortgage or charge the whole or any part of its undertaking and property, and to grant guarantees, issue debentures, debenture stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or any third party.
- 8.2 If the Company has a controlling shareholder at any point in time, the power to exercise the powers referred to in article 8.1 shall be exercisable by the directors only within such limits as shall from time to time be intimated in writing to the directors by such controlling shareholder; and in the absence of further direction the directors shall not without the prior written consent of its controlling shareholder have power to exercise the powers of article 8.1 in excess of £50,000.

## **9. Employee benefits**

- 9.1 If the Company has a controlling shareholder at any point in time, the powers conferred by this article 8 shall be exercisable only with the prior written consent of the controlling shareholder.
- 9.2 The directors may establish or concur or join with its controlling shareholder or any relevant group undertakings in establishing and making contributions out of the company's moneys to any relevant scheme.
- 9.3 The directors may pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms and conditions) of pensions or other benefits to employees and ex-employees and their dependents, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependents are or may become entitled under any relevant scheme. Any such pension or benefit may, as the directors consider desirable, be granted to an employee either before and in anticipation of, or upon or at any time after, his actual retirement.

## **Decision-making by directors**

### **10. Directors to take decisions collectively**

- 10.1 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 11.

10.2 If:

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

10.2.2 no provision of the articles requires it to have more than one director;

the general rule does not apply, and the director (for so long as he remains a sole shareholder) may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **11. Unanimous decisions**

11.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

11.2 Such a decision may take the form of a resolution in writing, of which each eligible director has signed one or more copies or to which each eligible director has otherwise indicated agreement in writing.

11.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

## **12. Calling a directors' meeting**

12.1 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.

12.2 Notice of any directors' meeting must indicate:

12.2.1 its proposed date and time;

12.2.2 where it is to take place; and

12.2.3 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.

12.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

12.4 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 seven 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.

## **13. Participation in directors' meetings**

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

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

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

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

13.3 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.

#### **14. Quorum for directors' meetings**

14.1 Subject to article 14.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors or, where there is only one director in office for the time being, that director.

14.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a Conflict, if there is only one eligible director in office other than the Interested Director(s) (as defined in article 18.1), the quorum for such meeting (or part of a meeting) shall be one eligible director.

#### **15. Chairing of directors' meetings**

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

15.2 The person so appointed from time to time is known as the **chairman**.

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

15.4 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.

#### **16. Casting vote**

16.1 Subject to Article 16.2, if the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

16.2 Article 16.1 does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **17. Transactions or other arrangements with the Company**

17.1 Subject to section 177(5) and (6) and section 182(5) and (6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

17.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

- 17.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 17.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 17.1.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
  - 17.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
  - 17.1.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 17.2 The provisions of article 17.1.1 to article 17.1.6 (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 18.3.

## **18. Directors' conflicts of interest**

- 18.1 The directors may, in accordance with the requirements set out in this article 18, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 18.2 Any authorisation under this article 18 will be effective only if:
  - 18.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
  - 18.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 18.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 18.3 Any authorisation of a Conflict under this article 18 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions.
- 18.4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.
- 18.5 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the group and no further authorisation under article 18.1 shall be necessary in respect of any such interest.
- 18.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit that he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these articles, by the company or by these articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **19. Records of decisions to be kept**

- 19.1 The directors must ensure that the company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 19.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions.

## **20. 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.

## **Officers**

### **21. Methods of appointing directors**

- 21.1 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:
- 21.1.1 by ordinary resolution; or
  - 21.1.2 by a decision of the directors.
- 21.2 If the company has a controlling shareholder that controlling shareholder may at any time appoint one or more persons to be a director or directors of the

company. Any such appointment shall be effected by notice in writing and shall be effective forthwith upon the receipt of such notice by the company.

21.3 In any case where the company has no directors, then any shareholder may call a general meeting (or instruct the company secretary, if any, to do so) for the purpose of appointing one or more directors.

21.4 In any case where, as a result of death, the company has no shareholders and no directors, the transmittees of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director; for the purposes of this article 21.4, where two 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.

## **22. Termination of director's appointment**

A person ceases to be a director as soon as:

22.1 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;

22.2 a bankruptcy order is made against that person;

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

22.4 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;

22.5 the director shall have been absent without the permission of the directors from four or more of the meetings of the directors in any 12 month period and his alternate director (if any) shall not during such period have attended in his stead and the directors resolve that his office be vacated;

22.6 in any case where the company has a controlling shareholder, notification is received by the company from the controlling shareholder removing that person as a director;

22.7 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.

## **23. Alternate directors**

23.1 Any director may appoint as an alternate any other director or any other person who has been approved by the directors to exercise the powers and carry out the responsibilities of that director and may remove any alternate so appointed.

23.2 Any such appointment or removal shall be effected by notice in writing to the company delivered at a meeting of the directors and, in the case of the appointment as an alternate of any person who is not already a director, shall be effective forthwith upon the directors giving the approval pursuant to article 23.1.

- 23.3 The notice must identify the proposed alternate and, in the case of notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as an alternate of the director appointing him.
- 23.4 Except as these articles otherwise specify, alternate directors are:
- 23.4.1 deemed for all purposes to be directors;
  - 23.4.2 liable for their own acts and omissions;
  - 23.4.3 subject to the same restrictions as the director appointing them; and
  - 23.4.4 not deemed to be agents of or for the directors appointing them.
- 23.5 Subject to articles 23.6, 23.7 and 23.8, an alternate director has the same rights in relation to any directors' meeting or directors' written resolution as the director appointing him.
- 23.6 An alternate director may indicate agreement to a written resolution in place of the director appointing him, in which case the director appointing him shall be deemed to have indicated agreement to the written resolution.
- 23.7 A person who is an alternate director but not a director may be counted as participating in a directors' meeting for the purposes of determining whether a quorum has been formed (but only if the director appointing him is not participating). No alternate may be counted as more than one director for such purpose.
- 23.8 In addition to any vote he may have as a director in his own right, an alternate director has an additional vote on behalf of each director for whom he acts as alternate who is:
- 23.8.1 not participating in a directors' meeting; and
  - 23.8.2 would have been entitled to vote if they were participating in it.
- 23.9 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director. The director appointing an alternate may be notice in writing to the company from time to time direct that a part of any remuneration otherwise payable to him shall be paid to his alternate instead.
- 23.10 An alternate director ceases to be an alternate if the director appointing him ceases for any reason to be a director.

## **24. Directors' remuneration**

- 24.1 Directors may undertake any services for the company that the directors decide.
- 24.2 Directors are entitled to such remuneration as the directors determine:
- 24.2.1 for their services to the company as directors; and
  - 24.2.2 for any other service which they undertake for the company.

- 24.3 Subject to the articles, a director's remuneration may:
- 24.3.1 take any form; and
  - 24.3.2 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.
- 24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 24.5 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.

## **25. Officers' expenses**

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

- 25.1 meetings of directors or committees of directors;
- 25.2 general meetings; or
- 25.3 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.

## **26. Secretary**

- 26.1 Subject to article 26.2, the directors may appoint any person who is willing to act as the secretary of the company for such term, at such remuneration and on such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement.
- 26.2 If the company has a controlling shareholder that controlling shareholder may at any time appoint one or more persons to be a secretary of the company and to remove any secretary from office. Any such appointment or removal shall be effected by notice in writing and shall be effective forthwith upon the receipt of such notice by the company.
- 26.3 Any secretary shall be entitled to such remuneration as the directors determine for their services to the company as secretary.

## **Shares**

### **27. All shares to be fully paid up**

- 27.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 27.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

**28. Powers to issue different classes of share**

- 28.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 28.2 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.

**29. Allotment of shares**

The directors shall not exercise any power of the company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the company without the prior written consent of the controlling shareholder (if any). Without limitation, the powers of the directors under section 550 of the Act are limited accordingly.

**30. Company not bound by less than absolute interests**

- 30.1 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.
- 30.2 Notwithstanding the recognition of any trust, the company shall not be bound to see the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares, and shall be entitled to recognise and give effect to the acts and deeds of the holder of such shares as if they were the absolute owners thereof.

**31. Share certificates**

- 31.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 31.2 Every certificate must specify:
- 31.2.1 in respect of how many shares, of what class, it is issued;
  - 31.2.2 the nominal value of those shares;
  - 31.2.3 that the shares are fully paid; and
  - 31.2.4 any distinguishing numbers assigned to them.
- 31.3 No certificate may be issued in respect of shares of more than one class.
- 31.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 31.5 Certificates must:
- 31.5.1 have affixed to them the company's common seal; or

31.5.2 be otherwise executed in accordance with the Companies Acts.

### **32. Replacement share certificates**

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

32.1.1 damaged or defaced; or

32.1.2 said to be lost, stolen or destroyed;

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

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

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

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

32.2.3 must comply with such conditions as to evidence and indemnity as the directors decide.

### **33. Share transfers**

33.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

33.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

33.3 The company may retain any instrument of transfer which is registered.

33.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

33.5 With the exception of any shares proposed to be transferred by a Controlling Shareholder, and subject to article 33.6, the directors may refuse to register the transfer of a share and, if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

33.6 Notwithstanding anything otherwise provided in these articles, any lien on shares which the company has or any restriction on transfer of shares in the company shall not apply in respect of any shares which have been charged by way of security to a bank, lender or other financial institution or any nominee thereof or which are transferred in accordance with the provisions of this Article.

### **34. Transmission of shares**

34.1 If title to a share passes to a transferee, the company may only recognise the transferee as having any title to that share.

- 34.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- 34.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
  - 34.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 34.3 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 holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

### **35. Exercise of transmittees' rights**

- 35.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 35.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 35.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

### **36. 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 has been entered in the register of members.

## **Dividends and other distributions**

### **37. Procedure for declaring dividends**

- 37.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 37.2 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.
- 37.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 37.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the rights attached to any shares, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 37.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

37.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

37.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

### **38. Payment of dividends and other distributions**

38.1 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:

38.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

38.1.2 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;

38.1.3 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

38.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

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

38.2.1 the holder of the share; or

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

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

### **39. No interest on distributions**

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

39.1 the rights attached to the share; or

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

### **40. Unclaimed distributions**

40.1 All dividends or other sums which are:

40.1.1 payable in respect of shares; and

40.1.2 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.

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

40.3 If:

40.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

40.3.2 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.

#### **41. Non-cash distributions**

41.1 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).

41.2 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:

41.2.1 fixing the value of any assets;

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

41.2.3 vesting any assets in trustees.

#### **42. Waiver of distributions**

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:

42.1 the share has more than one holder; or

42.2 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

### 43. Authority to capitalise and appropriation of capitalised sums

- 43.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- 43.1.1 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
  - 43.1.2 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.
- 43.2 Capitalised sums must be applied:
- 43.2.1 on behalf of the persons entitled; and
  - 43.2.2 in the same proportions as a dividend would have been distributed to them.
- 43.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 43.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 43.5 Subject to the articles the directors may:
- 43.5.1 apply capitalised sums in accordance with articles 43.3 and 43.4 partly in one way and partly in another;
  - 43.5.2 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
  - 43.5.3 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.

## Organisation of general meetings

### 44. Attendance and speaking at general meetings

- 44.1 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.
- 44.2 A person is able to exercise the right to vote at a general meeting when:

- 44.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 44.2.2 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.
- 44.3 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.
- 44.4 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.
- 44.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **45. Quorum for general meetings**

- 45.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 45.2 Where the company has only one shareholder for the time being, one qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum. In any other case, the quorum shall be:
  - 45.2.1 a controlling shareholder present in person, by proxy or by authorised representative; or
  - 45.2.2 if the Company does not have a controlling shareholder for the time being, any two shareholders present in person, by proxy or by authorised representative.

#### **46. Chairing general meetings**

- 46.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 46.2 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:
  - 46.2.1 the directors present; or
  - 46.2.2 (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.
- 46.3 The person chairing a meeting in accordance with this article is referred to as the **chairman of the meeting**.

**47. Attendance and speaking by directors and non-shareholders**

- 47.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 47.2 The chairman of the meeting may permit other persons who are not:
- 47.2.1 shareholders of the company; or
  - 47.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

**48. Adjournment**

- 48.1 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.
- 48.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 48.2.1 the meeting consents to an adjournment; or
  - 48.2.2 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.
- 48.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 48.4 When adjourning a general meeting, the chairman of the meeting must:
- 48.4.1 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
  - 48.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 48.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 48.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
  - 48.5.2 containing the same information which such notice is required to contain.

- 48.6 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**

#### **49. Voting: general**

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

#### **50. Errors and disputes**

- 50.1 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.
- 50.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

#### **51. Poll votes**

- 51.1 A poll on a resolution may be demanded:
- 51.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 51.1.2 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.
- 51.2 A poll may be demanded by:
- 51.2.1 the chairman of the meeting;
  - 51.2.2 the directors;
  - 51.2.3 two or more persons having the right to vote on the resolution; or
  - 51.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 51.3 A demand for a poll may be withdrawn if:
- 51.3.1 the poll has not yet been taken; and
  - 51.3.2 the chairman of the meeting consents to the withdrawal,
- but a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 51.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman of the meeting directs.

## **52. Content of proxy notices**

- 52.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 52.1.1 states the name and address of the shareholder appointing the proxy;
  - 52.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 52.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 52.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate;
- and a proxy notice which is not delivered in such a manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 52.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 52.3 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.
- 52.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 52.4.1 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
  - 52.4.2 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.

## **53. Delivery of proxy notices**

- 53.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 53.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 53.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 53.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### **54. Amendments to resolutions**

- 54.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 54.1.1 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
  - 54.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 54.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 54.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 54.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 54.3 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.

#### **Administrative arrangements**

#### **55. Means of communication to be used**

- 55.1 Subject to article 55.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 55.1.1 if delivered by hand, on signature of a delivery receipt; or
  - 55.1.2 if sent by fax, at the time of transmission; or
  - 55.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
  - 55.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
  - 55.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt; or
  - 55.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
  - 55.1.7 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; and

55.1.8 if deemed receipt under the previous paragraphs of this article 55.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

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

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

55.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

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

55.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

## **56. Company seals**

56.1 Any common seal may only be used by the authority of the directors.

56.2 The directors may decide by what means and in what form any common seal is to be used.

56.3 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.

56.4 For the purposes of this article, an authorised person is:

56.4.1 any director of the company;

56.4.2 the company secretary (if any); or

56.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **57. No right to inspect accounts and other records**

Except where the Company has a controlling shareholder or 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.

## **58. 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

### 59. Indemnity

59.1 Subject to article 59.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

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

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

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

59.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in article 59.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

59.2 This article 59 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

### 60. Insurance

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

60.2 In this article 60:

60.2.1 **associated company** means any member of the group and **associated companies** shall be construed accordingly;

- 60.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- 60.2.3 a **relevant officer** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).