

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
CREATIVE INSTRUMENTATION LIMITED
(the "Company")

29 JANUARY 2020

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolution 1 is passed as an ordinary resolution and that resolution 2 is passed as a special resolution (the "**Resolutions**") and confirm that the Resolutions shall be as valid and effectual in accordance with section 288 of the Act as if it had been passed at a general meeting of the Company duly convened and held.

ORDINARY RESOLUTION

- 1 That, in light of the directors' duty to avoid conflicts of interest in accordance with section 175 of the Act, and in accordance with the members ability to approve such matters pursuant to section 180 of the Act, the proposed transactions relating to the adoption of new articles of association, the proposed shareholders' agreement to be entered into between the Company and the existing shareholders and all matters relating to the transactions in which certain of the directors have a direct interest which conflicts or may conflict with the interests of the Company - be approved.

SPECIAL RESOLUTION

2. THAT the draft articles of association attached to this resolution be adopted as the new articles of association of the Company (the "**New Articles**") in substitution for, and to the exclusion of, the existing articles of association.



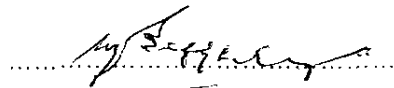
Company Number: 00979272

AGREEMENT

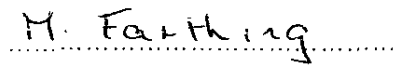
Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, persons entitled to vote on the Resolutions, hereby irrevocably agree to the Resolutions:

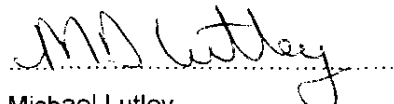
Signed by


.....
Anthony Baggarley

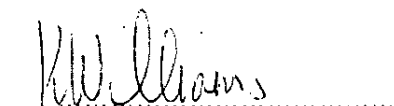
Dated: 29/01/2020.....


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Margaret Farthing

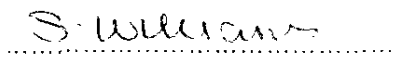
Dated: 29/01/2020.....


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Michael Lutley

Dated: 29/01/2020.....


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Kevin Williams

Dated: 29/01/2020.....


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Samantha Williams

Dated: 29/01/2020.....

Company Number: 00979272

NOTES

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - 1.1 **By Hand:** delivering the signed copy to Anthony Baggarley at Creative Instrumentation Limited, 39 Sackville Road, Hove, East Sussex, BN3 3WD;
 - 1.2 **By Post:** returning the signed copy by post to Anthony Baggarley at Creative Instrumentation Limited, 39 Sackville Road, Hove, East Sussex, BN3 3WD; or
 - 1.3 **By Email:** returning a signed copy of the Resolutions attached to an email to Chris Roberts (Chris.Roberts@irwinmitchell.com).
2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Unless, by 31 January 2020, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CREATIVE INSTRUMENTATION LIMITED
(Adopted by Written Special Resolution passed on 29 JANUARY 2020)

Irwin Mitchell LLP
Belmont House
Station Way
CRAWLEY
West Sussex
RH10 1JA

+44(0) 370 1500 100



1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

A Ordinary Shares:	the A Ordinary Shares of £1.00 each in the issued share capital of the Company from time to time (and " A Ordinary Shareholders " shall be construed accordingly);
Act:	means the Companies Act 2006;
Adoption Date:	the date of adoption of these Articles;
Appointor:	has the meaning given in Article 9(1);
Articles:	means the Company's articles of association for the time being in force;
Bad Leaver:	has the meaning given in Article 4.5.2;
Business Day:	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
C Ordinary Shares:	the C Ordinary Shares of £1.00 each in the issued share capital of the Company from time to time (and " C Ordinary Shareholders " shall be construed accordingly);
Company:	Creative Instrumentation Limited, a company registered in England and Wales with registered company number 00979272;
Conflict:	has the meaning given in Article 11.1;
Deemed Transfer Notice:	has the meaning given in Article 4;
Director:	means a director of the Company;
Eligible Director:	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Events of Default:

have the meaning given in Article 4.6;

Fair Value:

the fair value shall be the price per offered Share determined by the Company's accountant and/or Independent Valuer on the following bases and assumptions:

- (a) valuing the offered Shares taking into account the capital payments as specified in Article 2.4 of the Articles;
- (b) valuing the offered Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the transfer notice was served (or deemed served);
- (c) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (d) that the offered Shares are capable of being transferred without restriction;
- (e) valuing the offered Shares with application of a minority discount;
- (f) reflecting any other factors which the independent accountants reasonably believe should be taken into account; and
- (g) valuing the offered Shares taking into account the rights attached to the Shares as set out in any shareholders' agreement and these Articles.

If the Parties cannot agree as to the appointment of the Company's accountant or an Independent Valuer, the Company's accountant shall determine Fair Value;

Founder Shareholders:

the two individuals being holders of A Ordinary Shares with the largest percentage shareholdings as at 1 January 2020;

Good Leaver:	has the meaning given in Article 4.5.1;
Group Company:	the Company, its Subsidiaries or Holding Company from time to time and any Subsidiary of any Holding Company from time to time;
Holding Company:	has the meaning given in section 1159 of the Act;
Independent Valuer:	an independent firm of accountants jointly appointed by the Shareholders or, in the absence of unanimous agreement between the Shareholders as to the identity of the valuer within 10 Business Days of a Shareholder serving details of a suggested valuer on the others, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (acting as an valuer and not as an arbitrator;
Model Articles:	means the model articles for public companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI/2008/3229</i>) as amended prior to the date of adoption of these Articles, a copy of which is set out in the Schedule to these Articles;
Permitted Transfer:	means a transfer of C Ordinary Shares from a C Ordinary Shareholder to a spouse, widow or widower of a C Ordinary Shareholder and the C Ordinary Shareholder's children and grandchildren (including step and adopted children), a transfer into a trust fund for the purposes of tax planning or an intra-group transfer;
Shareholder:	a holder for the time being of any Share or Shares;
Shares:	shares (of any class) in the capital of the Company and " Share " shall be construed accordingly;
Subsidiary:	in relation to a Holding Company wherever incorporated, means a "subsidiary" (as defined in section 1159 of the Act) for the time being and any other company which for the time being is itself a

subsidiary (as so defined) of a company which is itself a subsidiary of such Holding Company; and

Transfer Notice: means a notice in writing given by a proposing transfer in respect of the transfer of all of their Shares.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to:
 - 1.4.1 an **Article** is a reference to the relevant article of these Articles; and
 - 1.4.2 a **Model Article** is a reference to the relevant article,unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 11(2), 14(1) to 14(7) (inclusive), 17(2), 27(2)(a), 27(2)(b), 28(1), 30(1), 48(1) to 48(3) (inclusive), 52(1) to 52(3) and 53(1) and 53(2) of the Model Articles shall not apply to the Company.

- 1.9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.10 In Article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.11 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

Shares

2. Classes of Shares and Share Rights

- 2.1 The share capital of the Company, as at the date of adoption of these Articles, comprises 1050 A Ordinary Shares of £1.00 each and 372 C Ordinary Shares of £1.00 each. The A Ordinary Shares and the C Ordinary Shares shall be separate classes of shares and shall carry the respective rights as set out below, but in all other respects shall rank equally with each other.

2.2 Voting and General Meetings

- 2.2.1 The A Ordinary Shares and C Ordinary Shares shall have the right to receive notice of, attend, speak and vote at general meetings and vote on written resolutions.
- 2.2.2 On a vote taken on a show of hands, every A Ordinary Shareholder and C Ordinary Shareholder holding one or more A Ordinary Shares or C Ordinary Shares (as appropriate), who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote; and
- 2.2.3 on a poll, every A Ordinary Shareholder and C Ordinary Shareholder holding one or more A Ordinary Shares or C Ordinary Shares (as appropriate), who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share or C Ordinary Share held (as appropriate).

2.3 Income

Subject to the provisions of the Act, the A Ordinary Shareholders declaring payment of the same and agreeing the amount of any such dividend, any profits which the

Company may determine to distribute in respect of any financial year shall be applied pro rata between the holders of the A Ordinary Shares and the C Ordinary Shares.

2.4 Capital

On a return of capital on liquidation, sale or otherwise, the surplus assets of the Company remaining after payment of its liabilities (including but not limited to any shareholder loans) shall be applied as follows:

2.4.1 firstly, the A Ordinary Shareholders receive the amount standing to the credit of their reserve accounts; and then

2.4.2 secondly, the remaining capital will be applied pro-rata between the holders of A Ordinary Shares and C Ordinary Shares, subject to each Share being fully paid up. If there are outstanding capital sums relating to any Shares issued in the capital of the Company at that time, then the holders of such Shares shall receive their pro rata entitlement based on the number of fully paid Shares in issue.

3. **Issue of Shares**

3.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company ("**Relevant Securities**").

3.2 Subject to the remaining provisions of this Article 3, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

3.2.1 offer or allot;

3.2.2 grant rights to subscribe for or to convert any security into; and

3.2.3 otherwise deal in, or dispose of,

any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper.

3.3 If the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Shares (each an "**Offeree**") on a pari passu basis (as if they constituted Shares of the same class) and in the respective proportions that the number of Shares held by each such holder bears to the total number of Shares held by all such holders (as nearly as possible without involving

fractions) and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person.

3.4 In respect of Article 3.3, unless the A Ordinary Shareholders agree to the contrary, if the C Ordinary Shareholders do not wish to purchase any additional Shares in the capital of the Company, then any person who is not already a Shareholder at the time of such offer shall not be entitled to become a Shareholder.

3.5 An offer made under Article 3.3 shall:

3.5.1 be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered;

3.5.2 remain open for a period of 20 Business Days from the date of service of the offer; and

3.5.3 stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under Article 3.3 shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe.

3.6 If, on the expiry of an offer made in accordance with Article 3.3 the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.

3.7 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with Article 3.3 shall be used to satisfy any requests for Excess Securities made pursuant to Article 3.5.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Shares held by each such applicant bears to the total number of such Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any Excess Securities shall be offered to any other person(s) as the Directors may, with the consent of the A Ordinary Shareholders, determine, at the same price and on the same terms as the offer to the Shareholders.

4. Deemed Transfer Notices

4.1 A Transfer Notice shall be deemed ("**Deemed Transfer Notice**") to have been served on the Company:

- 4.1.1 when a Shareholder, at any time, attempts to deal with or dispose of a Share other than in accordance with the Articles, and the Deemed Transfer Notice shall be deemed immediately prior to such attempt in respect of such Shares;
- 4.1.2 in the event of the death of a Shareholder, his executors, if they have not already served a Transfer Notice, shall be deemed to have served a Deemed Transfer Notice in respect of all of the Shares held by him within one month of his death and the transmittes of such Shares shall not shall not have the right to receive notice of, attend, speak or vote at general meetings;
- 4.1.3 in the event of any step being taken in relation to the bankruptcy of a Shareholder occurring at any time (including but not limited to the issue of bankruptcy proceedings), he shall be deemed to have served the Deemed Transfer Notice in respect of all Shares held by him on the date such initial step was taken;
- 4.1.4 in the event of a Shareholder, which is a body corporate, either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets or suffers or takes any equivalent action in any jurisdiction outside England and Wales;
- 4.1.5 in the event of a Shareholder, which is a body corporate, undergoing a change of control (as 'control' is defined in section 1124 of the Corporation Tax Act 2010);
- 4.1.6 where Shareholder is a Good Leaver he shall be deemed to have served a Deemed Transfer Notice in respect of all of his Shares on the date of such event having occurred at a price determined in accordance with Article 4.3; and
- 4.1.7 where a Shareholder is a Bad Leaver he shall be deemed to have served a Deemed Transfer Notice in respect of all of his Shares on the date of such event having occurred at a price determined in accordance with Article 4.4.
- 4.2 A Deemed Transfer Notice shall be irrevocable.
- 4.3 Where a Shareholder is a Good Leaver, the price payable for his/her Shares shall be agreed between the Shareholder and the directors of the Company, or if the price payable cannot be agreed, the Fair Value of such Shares, provided that if the Shareholder has not paid for their shares in full, then the unpaid Shares shall not

count towards the determination of Fair Value. The costs of the Company's accountants and/or Independent Valuer for the purposes of this Article 4.3 will be borne by the relevant Shareholder.

4.4 Where a Shareholder is a Bad Leaver the price payable for his Shares shall be par value per share.

4.5 For the purposes of this Article 4:

4.5.1 a "Good Leaver" is a Shareholder who:-

- (a) dies; or
- (b) he retires (at the age of 65 or later) from his employment with a Group Company; or
- (c) he resigns from his employment with a Group Company (for reasons other than committing an Event of Default as specified in Article 4.6) and serves out his period of notice as stated in his contract of employment; or
- (d) is permanently incapacitated or he has ill health entitling a Group Company to dismiss him; or
- (e) he becomes bankrupt; or
- (f) he is dismissed by a Group Company other than in circumstances entitling it summarily to dismiss him; or
- (g) he is otherwise categorised as a Good Leaver by the A Ordinary Shareholders, or if the person leaving is an A Ordinary Shareholder, such categorisation shall be made by the remaining A Ordinary Shareholders, excluding the person leaving.

4.5.2 a "Bad Leaver" is a Shareholder who:-

- (a) is not a Good Leaver; or
- (b) causes or commits an Event of Default as defined in Article 4.6 below.

4.6 The occurrence of any of the following events in respect of a Shareholder shall be an Event of Default:

- 4.6.1 s/he at any time engages in activities which are in competition with the activities of a Group Company;
- 4.6.2 s/he is in breach of any of the terms of any shareholders' agreement or these Articles which has not been rectified within 15 days of notice being served upon him/her by any Shareholder not in breach; or
- 4.6.3 s/he is in breach of any of the terms of a contract for services, consultancy agreement, service agreement or employment agreement with any Group Company (including, but not limited to gross misconduct) which is not capable of being remedied or, if capable of being remedied, has not been remedied within 15 days of notice being served upon him by any shareholder not in breach; or
- 4.6.4 if, being a Director of any Group Company, s/he is removed from his/her office in a circumstance defined in Model Article 18; or
- 4.6.5 if, being a Director, s/he is in breach of any of his/her directors' duties to a Group Company.

5. Transfers of shares: general

- 5.1 With regard to the transfer of shares in the issued share capital of the Company no Permitted Transfer shall take place unless prior written consent to such transfer has been given by the A Ordinary Shareholders.
- 5.2 Subject to Article 5.1, no Shareholder (or person entitled to shares in consequence of the death of a Shareholder) (the "**Proposing Transferor**") shall at any time transfer any of his Shares (or create or dispose of any interest in or over any of the Shares held by him) other than:
 - 5.2.1 with the consent in writing of the A Ordinary Shareholders; or
 - 5.2.2 in accordance with this Article 5.
- 5.3 Except in the case of a transfer of Shares specifically authorised under Article 5.2.1, no Proposing Transferor shall be entitled to dispose of any interest in his Shares without first offering the same for transfer to the Shareholders noted in accordance with Articles 5.1.1 and 5.1.2 (the "**Other Shareholders**"). Such offer must be in respect of all of the Shares held and shall be made by the Proposing Transferor by notice in writing to the Company (a "**Transfer Notice**") setting out:
 - 5.3.1 the class and number of shares to which it relates ("**Offered Shares**");

- 5.3.2 if any person has expressed an interest in acquiring the Offered Shares, the identity of that person;
 - 5.3.3 any other terms ("**Offer Terms**") on which the Proposed Transferor proposes to transfer the Offered Shares; and
 - 5.3.4 a condition that unless all of the Offered Shares are taken up by Other Shareholders when offered to them in accordance with this Article 5, then none of the Offered Shares shall be transferred to Other Shareholders under this Article 5 ("**Minimum Transfer Condition**").
- 5.4 The Transfer Notice shall constitute the Company as the agent of the Proposing Transferor for the transfer of each of the Offered Shares, free of all encumbrances and with all rights attached to them, in accordance with this Article 5.
- 5.5 The price for the Offered Shares (the "**Price**") shall be agreed between the relevant Shareholder and the directors of the Company, or if the Price cannot be agreed, shall be the Fair Value of each Offered Share, in cash, unless the person is classed as a Bad Leaver in accordance with Articles 4.5.2 and 4.6. The costs of the Company's accountants appointed for the purposes of this Article 5.5 will be borne by the relevant Shareholder.
- 5.6 The Fair Value shall be the price per Offered Share determined by the Company's accountants on the following bases and assumptions:
- 5.6.1 valuing the Offered Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
 - 5.6.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 5.6.3 that the Offered Shares are capable of being transferred without restriction;
 - 5.6.4 valuing the Offered Shares without application of any minority discount; and
 - 5.6.5 reflecting any other factors which the Company's accountants reasonably believe should be taken into account.
- 5.7 If any difficulty arises in applying any of these assumptions or bases then the Company's accountants shall resolve that difficulty in whatever manner each of them shall in their absolute discretion think fit.

- 5.8 The Directors will give the Company's accountants access to all accounting records or other relevant documents of the Company or Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 5.9 The parties shall provide (or procure that others provide) the Company's accountants with such assistance and documents as they may reasonably require for the purpose of reaching a decision.
- 5.10 The Company's accountants shall act as expert and not as arbitrator and their determinations shall be final (in the absence of fraud or manifest error).
- 5.11 The Company's accountants shall be requested to determine the Fair Value within 30 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 5.12 The cost of obtaining a certificate from the Company's accountants shall be borne by the parties equally or in such other proportions as the Company's accountants direct unless:
- 5.12.1 the Seller withdraws the relevant Transfer Notice; or
- 5.12.2 in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Company's accountants,
- in which case the Seller shall bear the cost.
- 5.13 Upon receipt by the Company of the Transfer Notice and on the fixing of the Price the Directors shall forthwith give notice to all the Other Shareholders containing an offer ("**Offer**") of the Offered Shares on the Offered Terms and the Price and the basis on which the Price was fixed, and the Minimum Transfer Condition (if specified in the Transfer Notice), inviting each of the Other Shareholders to state by notice in writing to the Company within 30 days ("**Offer Period**") whether he is willing to purchase for cash any and, if so, what maximum number of the Offered Shares on the Offered Terms and Price.
- 5.14 At the expiration of the Offer Period, if no Minimum Transfer Condition was included in the Transfer Notice or, if a Minimum Transfer Condition was included and the Company receives acceptances for the Offered Shares of at least the equivalent of the Minimum Transfer Condition, the Directors shall allocate the Offered Shares to or amongst such of the Other Shareholders as shall have expressed their willingness to purchase (the "**Accepting Shareholders**"), and such allocation shall be made so far

- as practicable pro rata according to the nominal amount of the share capital (whether or not of the same class) held by each Accepting Shareholder but, in the case of each of the Accepting Shareholders, shall not exceed the number of the Offered Shares which such Accepting Shareholder shall have expressed his willingness to purchase.
- 5.15 Upon such allocation being made, the Accepting Shareholders to or amongst whom such allocation shall have been made shall be bound to pay the Price (or the Revised Price if applicable) for, and to accept a transfer of the Shares so allocated to them respectively and the Proposing Transferor shall be bound upon payment of the Price in cash to transfer such shares to the respective purchasers.
- 5.16 If the Company has not received acceptance in respect of all of the Offered Shares, Article 5.18 shall apply to those Offered Shares for which acceptances have not been received.
- 5.17 If in any case the Proposing Transferor, after having become bound to transfer Shares by virtue of Article 5, makes default in so doing the Company may receive payment of the Price and the Directors may appoint some person to execute instruments of transfer of such shares in favour of the Accepting Shareholders and shall thereupon cause the names of the Accepting Shareholders to be entered in the Register of Members of the Company as the holders of the shares and shall hold payment of the Price in trust for the Proposing Transferor. The receipt of the Company therefore shall be a good discharge to the Accepting Shareholders, and after their names shall have been entered in the Register of Members of the Company in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person. The Proposing Transferor shall in such case be bound to deliver up his certificate for the relevant Shares to the Company whereupon the Proposing Transferor shall be entitled to receive payment of the Price which shall in the meantime be held by the Company on trust for the Proposing Transferor but without interest. If such certificate shall comprise any Shares which the Proposing Transferor has not become bound to transfer as aforesaid the Company shall issue to the Proposing Transferor a balance certificate for such Shares.
- 5.18 If a Minimum Transfer Condition is included in the Transfer Notice and the Company does not receive acceptances for the specified minimum number of the Offered Shares within the Offer Period:
- 5.18.1 it shall, forthwith so inform the Proposing Transferor and all persons who purported to accept the Offer; and
- 5.18.2 Article 5.19 shall apply to all the Offered Shares, save that:

- (a) no Offered Share shall be transferred to any of the Other Shareholders pursuant to Article 5.19 unless each of the Other Shareholders who purported to accept the Offer is given the opportunity to have transferred to him the Offered Shares he applied for in response to the Offer on the Offer Terms and Price; and
- (b) no share may be transferred under Article 5.19 unless the minimum number of Offered Shares specified in the Minimum Transfer Condition are so transferred.

5.19 The Proposing Transferor may transfer, to any person named in the Transfer Notice as having expressed an interest in acquiring the Offered Shares, any Offered Share to which this Article 5.19 applies provided that:

- 5.19.1 the entire legal and beneficial interest in each of the Offered Shares is transferred;
- 5.19.2 the Offered Shares are not transferred to any person who is directly or indirectly interested in carrying on any business which competes with the Company at the time of such transfer or allotment;
- 5.19.3 the purchase price is paid in cash and not less than the Price and is not subject to any rebate, allowance or deduction whatever;
- 5.19.4 the other terms of sale to the transferee are not more favourable than the Offer Terms;
- 5.19.5 there are no collateral agreements which make the arrangement more favourable to the transferee;
- 5.19.6 the transfer takes place within fifty-six days after the date on which the Offer Period ends; and
- 5.19.7 the Proposing Transferor and the transferee shall each provide to the Directors, at his own expense, any information and evidence requested in writing by the Directors for the purpose of determining whether the transfer to the transferee complies with the terms of this Article 5.19.

5.20 For the avoidance of doubt, the Proposing Transferor can withdraw a Transfer Notice (other than a Deemed Transfer Notice) at any time:

- 5.20.1 prior to the Company's accountants becoming engaged pursuant to this Article 5; or

- 5.20.2 after the Company's accountants have determined the Price in accordance with Article 5.6.
- 5.21 Save as specified in Article 5.1.1, the restrictions on transfer contained in this Article shall apply to all transfers or transmissions operating by law or otherwise.
- 5.22 The Company shall not register any transfer made in breach of Article 5 and the shares comprised in any transfer so made shall carry no rights whatsoever unless and until, in each case, the breach is rectified.
- 5.23 Notwithstanding any other provision of this Article 5, a transfer of any Shares approved by the Directors may be made without any price or other restriction and any such transfer shall be registered by the Directors.
- 6. Drag Along Rights**
- 6.1 If the holders of the A Ordinary Shares then in issue (the "**Selling Shareholders**") wish to accept a bona fide offer on arms length terms made in writing by or on behalf of any offeror (the "**Offeror**") to acquire all of the Shares of the Company (the "**Qualifying Offer**"), then the provisions of this Article shall apply.
- 6.2 The Selling Shareholders shall give written notice to the remaining Shareholders (the "**Further Shareholders**") of their wish to accept and the Further Shareholders shall thereupon become bound to accept the Qualifying Offer and following the capital payments in accordance with Article 2.4, at a price per share (exclusive of stamp duty, stamp duty reserve tax and commission) no less favourable than those terms and price offered to the Selling Shareholders and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Selling Shareholders.
- 6.3 If any Further Shareholder shall not, within one week of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Selling Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Further Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

- 6.4 Upon any person, following the issue of a notice pursuant to Article 6.2, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the company ("**New Member**"), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member.

Directors

7. Calling a directors' meeting

- 7.1 Notice of a directors' meeting can be given to each director by word of mouth or sent to him in writing by electronic communication or otherwise.

8. Quorum for directors' meetings

- 8.1 The quorum for the transaction of business at a meeting of directors is any two Eligible Directors, which must include both Founder Shareholders. If the Company has only one Director at any time, the quorum for the purposes of directors' meetings shall be one Director.

9. Appointment and removal of alternate directors

- 9.1 Any Director ("**Appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

9.1.1 exercise that Director's powers; and

9.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor.

- 9.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

- 9.3 The notice must:

9.3.1 identify the proposed alternate; and

- 9.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

10. Transactions or other arrangements with the Company

- 10.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts and these Articles, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 10.1.1 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;
- 10.1.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 10.1.3 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 contract or proposed contract in which he is interested;
- 10.1.4 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;
- 10.1.5 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
- 10.1.6 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

11. Directors' conflicts of interest

- 11.1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation 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 (“**Conflict**”).
- 11.2 Any authorisation under this Article 11 will be effective only if:
- 11.2.1 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;
 - 11.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 11.2.3 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.
- 11.3 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):
- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 11.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 11.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;
 - 11.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 11.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 11.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 11.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 11.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 11.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 11.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or
- 11.6.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.
- 11.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (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.

12. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

13. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be more than eight (8) but shall not be less than one (1).

14. Appointment of directors

- 14.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

15. Rights and responsibilities of alternate directors

- 15.1 A person who is an alternate director but not a director:

15.1.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

15.1.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and

15.1.3 shall not be counted as more than one director for the purposes of articles 15.1.1 and 15.1.2.

- 15.2 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

- 15.3 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

16. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from

time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

Decision making by shareholders

17. Poll votes

- 17.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 17.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

18. Proxies

- 18.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "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".
- 18.2 Article 46(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

Administrative arrangements

19. Means of communication to be used

- 19.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 19.1.1 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 (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- 19.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 19.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 19.1.4 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.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 19.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

20. Indemnity

- 20.1 Subject to Article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

- 20.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 20.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 20.2 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.

20.3 In this Article:

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

20.3.2 a "relevant officer" means any 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).

21. Insurance

21.1 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.

21.2 In this Article:

21.2.1 a "relevant officer" means any 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);

21.2.2 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

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

22. Data Protection

22.1 Each of the shareholders and directors (from time to time) consents to the processing of his personal data by the Company, its shareholders and directors (each a **Recipient**) for the purposes of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

22.2 The personal data that may be processed for such purposes under this Article 22 shall include any information which may have a bearing on the prudence or commercial merits of investing in, or disposing of any Shares (or other investment or security) in, the Company. Save as required by law, court order or any regulatory authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

- 22.2.1 a Member of the Same Group as the Recipient (each a **Recipient Group Company**);
 - 22.2.2 employees, directors and professional advisers of that Recipient or any Recipient Group Company; and
 - 22.2.3 funds managed by any of the Recipient Group Companies.
- 22.3 Each of the shareholders and directors consent (from time to time) to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.

SCHEDULE

PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise:

"articles"	means the company's articles of association;
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"chairman"	has the meaning given in article 12;
"chairman of the meeting"	has the meaning given in article 39;
"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;
"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 31;
"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;
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006;
"paid"	means paid or credited as paid;
"participate"	in relation to a directors' meeting, has the meaning given in article 10;
"proxy notice"	has the meaning given in article 45;
"shareholder"	means a person who is the holder of a share;
"shares"	means shares in the company;
"special resolution"	has the meaning given in section 283 of the Companies Act 2006;
"subsidiary"	has the meaning given in section 1159 of the

Companies Act 2006;

"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.

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.

Liability of members

2. 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

Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Shareholders' reserve power

- 4(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

- 5(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions
- as they think fit.
- (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.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 6(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (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.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

- 7(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- (2) If:
- (a) the company only has one director; and
 - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

- 8(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

- 9(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate;
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) 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.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

- 10(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (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.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

- 11(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

- 12(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (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.

Casting vote

- 13(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this 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.

Conflicts of interest

- 14(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
 - (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes:
 - (a) guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include

any directors' meeting or part of a directors' meeting.

- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

- 15 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

Methods of appointing directors

- 17(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution; or
 - (b) by a decision of the directors.
- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

- 18(1) A person ceases to be a director as soon as:
- (a) 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;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) 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;
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

- 19(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the company as directors; and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may:
 - (a) take any form; and
 - (b) 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.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

- 20 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - (a) meetings of directors or committees of directors;
 - (b) general meetings; or
 - (c) 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.

PART 3 SHARES AND DISTRIBUTIONS SHARES

All shares to be fully paid up

- 21(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.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

- 22(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 22(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

- 23 Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

Share certificates

- 24(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- (2) Every certificate must specify:
 - (a) in respect of how many shares, of what class, it is issued;

- (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of shares of more than one class.
- (4) If more than one person holds a share, only one certificate may be issued in respect of it.
- (5) Certificates must:
 - (a) have affixed to them the company's common seal; or
 - (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

- 25(1) If a certificate issued in respect of a shareholder's shares is:
 - (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- (2) A shareholder exercising the right to be issued with such a replacement certificate:
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

- 26(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer which is registered.
- (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.
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

- 27(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
 - (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
 - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (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.

Exercise of transmitters' rights

- 28(1) Transmitters who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmitter wishes to have a share transferred to another person, the transmitter must execute an instrument of transfer in respect of it.
- (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 transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmitters bound by prior notices

- 29 If a notice is given to a shareholder in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the shareholder before the transmitter's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

- 30(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (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.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- (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.
- (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.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

- 31(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

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

No interest on distributions

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

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

33(1) All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) 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.

(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.

(3) If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

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

Non-cash distributions

34(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).

(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:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

Waiver of distributions

35(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:

- (a) the share has more than one holder; or
- (b) 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

Authority to capitalise and appropriation of capitalised sums

- 36(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) 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
 - (b) 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.
- (2) Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- (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.
- (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.
- (5) Subject to the articles the directors may:
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
 - (b) 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
 - (c) 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

Attendance and speaking at general meetings

- 37(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.
- (2) A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) 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.
- (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.
- (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.
- (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.

Quorum for general meetings

- 38 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.

Chairing general meetings

- 39(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (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:
- (a) the directors present; or
 - (b) (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.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

- 40(1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not:
- (a) shareholders of the company; or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

Adjournment

- 41(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.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must:
- (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (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):
- (a) to the same persons to whom notice of the company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.

- (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

Voting: general

- 42 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.

Errors and disputes

- 43(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.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

- 44(1) A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) 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.
- (2) A poll may be demanded by:
- (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) 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.
- (3) A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

- 45(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) 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.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.

- (4) Unless a proxy notice indicates otherwise, it must be treated as:
- (a) 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
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 46(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.
- (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.
- (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.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

- 47(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) 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
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (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

Means of communication to be used

- 48(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.
- (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.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

- 49(1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.

- (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.
- (4) For the purposes of this article, an authorised person is:
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

- 50 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

Provision for employees on cessation of business

- 51 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

Indemnity

- 52(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (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.
- (3) In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - (b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

- 53(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In this article:
- (a) a "relevant director" means any director or former director of the company or an associated company;
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and