

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

JACK LOGGIN LIMITED

Company Number: 2468439

Adopted by Special Resolution passed on 9 October 2023

Astle Paterson
Clay House
5 Horninglow Street
Burton upon Trent
Staffordshire
DE14 1NG
(Case: 35226)

Company Number: 2468439

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

JACK LOGGIN LIMITED

Adopted by Special Resolution passed on 9 October 2023

1. PRELIMINARY

- 1.1. 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 (but excluding any statutory modification of them not in force on the Adoption Date (defined in Article 3)).

2. INTERPRETATION

2.1. In these Articles:-

“the Act” means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

“the Articles” means the Articles of the Company;

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“executed” includes any mode of execution;

“Model Articles” means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date;

“office” means the registered office of the Company;

“the holder” in relation to shares means the member whose name is entered in the Register of members as the holder of the shares;

“the seal” means the common seal of the Company;

“secretary” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“the United Kingdom” means Great Britain and Northern Ireland

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meanings as in the Act but excluding any statutory modification thereof not in force when these regulations become hindering on the Company.

3. SHARE CAPITAL

The authorised share capital of the Company is £3,850,000 divided into:

- a) 148,688 Ordinary Shares of £1 each;
- b) 101,312 A ordinary Shares of £1 each; and
- c) 3,600,000 redeemable Preference Shares of £1 each.

The Ordinary Shares and the A Ordinary Shares shall be separate classes of shares for dividend purposes only.

In this Article 3 the following phrases shall bear the meanings set out alongside:

Adoption Date	the date of adoption of these Articles;
A Ordinary Shares	the A ordinary shares of £1 each;
Act	the Companies Act 2006;
Available Profits	sufficient available distributable profits as assessed in accordance with the Company’s accountants;

Cumulative Dividend	any part of the Preference Dividend payable pursuant to Article 3.1 which remains outstanding and unpaid;
Default Interest Rate	the meaning referred to in Article 3.1.4;
Issue Price	the nominal value of each Preference Share;
Ordinary Shares	the ordinary shares of £1 each;
Preference Dividend	the meaning referred to in Article 3.1;
Preference Shares	the redeemable preference shares of £1 each

3.1. Dividend rights

- 3.1.1. The rights as regards income attaching to each class of Shares shall be as set out in this article.
- 3.1.2. The Company shall, without resolution of the Board or of the Company in general meeting and before application of any profits to reserve or for any other purpose pay in respect of each Preference Share, a fixed cumulative preferential dividend at the annual rate of 6.25% of the Issue Price (excluding any associated tax credit) which shall be paid annually on 19 November in each year to the person registered as the holder of such Preference Share at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365 day year (Preference Dividend). The first payment shall be made on 19 November 2023 for the period from and including the date of issue of such Preference Share up to such date.
- 3.1.3. Each Cumulative Dividend shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of Shareholders in respect of share capital.
- 3.1.4. Each Cumulative Dividend shall, provided the Company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a

debt due from and immediately payable by the Company on the relevant payment date specified in article 3.1.2. if and to the extent that the debt so constituted is not paid in full on the payment date concerned, the unpaid amount shall carry interest at ten percent per annum (calculated daily and compounded annually on 19 November in each year) (Default Interest Rate) in respect of the period from and including the payment date concerned to the date of actual payment.

3.1.5. Where by reason of the company having had insufficient Available Profits it is in arrears with the payment of dividends, the first Available Profits arising thereafter shall be applied in the following order of priority:

- (a) first, in or towards paying off all accruals and/or unpaid amounts of Preference Dividend;
- (b) second, in or towards redeeming all Preference Shares which have not been redeemed on or by the due date for redemption in accordance with article 3.4.

3.1.6. The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are available.

3.1.7. The director may in their absolute discretion apply any remaining Available Profits in such sums and proportions as the directors at their sole discretion shall direct as between the holders of the A Shares (Pari passu as a class) and the holder of the ordinary shares (as a class) treating the A Shares and the ordinary shares as different classes of share.

3.1.8. In these articles, "Available Profits" shall mean the amount of the profit (including any unrealistic profits) of the Group for the financial year in question (as disclosed by the Accounts):

- (a) before any provision or reserve shall have been made for or in respect of:

- (i) the payment of any dividend or other distribution on or in respect of any Shares or the transfer of any sum to reserves;
 - (ii) the amortisation or writing-off of goodwill arising on consolidation;
 - (iii) the redemption of the Preference Shares; and
 - (iv) any extraordinary items which reduce the said profit;
- (b) after provision shall have been made for corporation tax (or any other tax levied upon or measured by reference to profits) on the profits earned by the Group;

3.2. Capital rights

3.2.1. The rights as regards return of capital attaching to each class of Shares shall be as set out in this article.

3.2.2. On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities (including for the avoidance of doubt any debts arising from non-payment of Cumulative Dividends) shall be applied in the following order of priority:

- (a) first, in paying to each holder of Preference Shares in respect of each Preference Share of which it is the holder, an amount equal to (i) 100% of the Issue Price thereof and (ii) the aggregate amount of any actual accruals and/or unpaid amounts of Preference Dividend (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient Available Profits); and
- (b) the balance of such assets (if any) shall be distributed amongst the holder of the Ordinary Shares and the holders of the A Shares (ranking pari passu) according to the amount paid up or credited as paid up on each such Share.

3.3. Voting rights

- 3.3.1. The voting rights attached to each class of Shares shall be set out in this article:
- (a) on a show of hands, every Shareholder holding one or more Ordinary Share or A Ordinary Share 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
 - (b) on a poll, every Shareholder holding one or more Ordinary Share or A Ordinary Share, 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 Ordinary Share or A Ordinary Share of which he is the holder.
- 3.3.2. Subject to article 3.3.3 the Preference Shares respectively will entitle the holders thereof to receive notice of all general meetings but will not entitle the holders to attend or vote at any general meeting.
- 3.3.3. The provisions of article 3.3.4 shall apply if at any time:
- (a) the Company has not paid any Cumulative Dividend within three calendar months of the due date (irrespective of whether such dividend would be unlawful);
 - (b) the Company has not redeemed any Preference Shares in accordance with the requirements of article 3.4 (Redemption rights) within 30 Business Days of the due date (irrespective of whether such redemption would be unlawful);
 - (c) there has been proposed a resolution for the winding-up of the Company, a resolution for a reduction in the capital of the Company or a resolution varying any of the rights attaching to the Preference Shares; or
 - (d) the Company is in material breach of the provisions of these articles.
- 3.3.4. If the provisions of this article apply then:

- (a) the A Ordinary Shares shall cease to entitle each holder thereof to attend an vote (whether on a show of hands or on a poll) at any general meeting of the Company);
- (b) the Preference Shares shall entitle the holder thereof, on a show of hands to one vote, and on a poll, to one vote for each Preference Share of which it is the holder (and the provisions of article 3.3.1 shall apply, with the necessary changes being made, to the Preference Shares); and
- (c) new shares in the Company may be issued, ranking ahead of or pari passu with the A Ordinary Shares, without the consent of the holders of the A Ordinary Shares;

3.3.5. The provisions of article 3.3.4 shall:

- (a) In the case of article 3.3.(a), continue until due payment has been made of all accruals and/or unpaid amounts of any Cumulative Dividends;
- (b) In the case of article 3.3.(b), continue until the Preference Shares required to be redeemed have been so redeemed;
- (c) In the case of article 3.3.(c), only apply in relation to such resolution as is there mentioned; and
- (d) In the case of article 3.3.(d), continue for so long as such breach subsists.

3.3.6. For the avoidance of doubt, the provisions in article 3.3.4 shall enable the holder of any Preference Shares in issue from time to time:

- (a) to pass written resolutions of the Company pursuant to Chapter 2 of Part 13 of the Act; and
- (b) to consent to the holding of a general meeting of the Company on short notice pursuant to section s 307(4) to (7) of the Act,

In either case, on the basis that all such holder would constitute the only Shareholder who would be entitled to attend and vote at a general meeting of the Company.

3.4. Redemption rights

- 3.4.1. The Preference Shares then remaining issued and unredeemed shall, subject to the Act and article 3.4.6 be redeemed on 19 November 2029 (or the next following Business Day), earlier (in whole or in part) by the Company's request in writing, or (if earlier) immediately prior to a sale.
- 3.4.2. Notwithstanding article 3.4.1, the holder of the Preference Shares may require the Company, by serving on it a notice (Shareholder Redemption Notice) to redeem such amount of Preference Shares as is specified in the Shareholder Redemption Notice if at any time:
- (a) the Company has not paid the Preference Dividend within three calendar months of the due date (irrespective of whether such dividend would be unlawful);
 - (b) there has been proposed a resolution for the winding-up of the Company, a resolution for a reduction in the capital of the Company or a resolution varying any of the rights attaching to the Preference Shares; or
 - (c) the Company is in material breach of the provisions of these articles.
- 3.4.3. The holder of the Preference Shares may withdraw the Shareholder Redemption Notice if it serves the Company with written notice to that effect before the redemption takes place.
- 3.4.4. Where a Shareholder Redemption Notice has been duly given, the Company shall be obliged, subject to having sufficient Available Profits with which to redeem the same, to redeem the Preference Shares specified in the Shareholder Redemption Notice on the first Business Day following the receipt of such notice (which day shall be the date fixed for redemption).
- 3.4.5. If the Company is unable, because of having insufficient Available Profits, to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the

Company shall redeem the balance as soon as it is lawfully and properly able to do so.

- 3.4.6. The Company may, at its discretion, redeem up to 1,080,000 Preference Shares at any point after the Adoption Date, and as of 19 November 2023, and each subsequent anniversary thereof, the Company may, at its discretion and subject to the Act, redeem up to a further 360,000 Preference Shares.
- 3.4.7. Where any Preference Shares have become redeemable under 3.4.6, but have not yet been redeemed by the Company, the Company may, at its discretion, choose to redeem those Preference Shares at any time, subject to provisions of these Articles.
- 3.4.8. If the Company is at any time redeeming less than all the Preference Shares from time to time in issue, the number of Preference Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.
- 3.4.9. On the date fixed for redemption, each holder of Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any loss certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.
- 3.4.10. If any certificate delivered to the Company pursuant to article 3.4.8 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).

3.4.11. There shall be paid on the redemption of each Preference Share an amount equal to:

- (a) 100% of the Issue Price thereof; and
- (b) All accruals and/or unpaid amounts of Preference Dividend in respect thereof, calculated down to and including the date of actual payment, and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares. If and to the extent that the debt so constituted is not paid in full on the due date, the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the due date down to and including the date of actual payment.

3.4.12. If the Company is unable to pay the amounts referred to in article 3.4.10 in full on a date fixed for redemption by reason of having insufficient Available Profits or not having other monies which may be lawfully applied for such redemption, then the amount so unpaid shall be increased by an amount equal to the interest which would have accrued had interest on the unpaid amount been charged at the Default Interest Rate in respect of the period from and including the due date down to and including the date of actual payment and shall be paid as soon thereafter as, and to the extent that, Available Profits or other monies that may lawfully be applied for such redemption have arisen.

3.4.13. If the Company fails or is unable to redeem any of the Preference Shares in full on the date due for redemption for any reason whatsoever, all Available Profits (or other monies which may lawfully be applied for the purpose of redeeming Shares) shall be applied in the order of priority specified in article 3.1.5.

4. ALLOTMENT OF SHARES

4.1. The shares of the Company (whether forming part of the initial authorised share capital or any increased authorised share capital) may be allotted or otherwise disposed of only in accordance with the provisions of this Article

- 4.2. Any shares of the authorised share capital for the time being unissued and any new shares from time to time to be created shall, before they are allotted, be offered to the members in proportion as nearly as may be to the number of shares of the same class (or in the absence of any shares of the class proposed to be issued, in proportion as nearly as may be to the number of ordinary shares) held by them unless the Company shall by special resolution otherwise direct. Such offer shall be made by notice in writing specifying the number of shares and limiting the time in which the offer if not accepted will lapse and determine, such time limit to be not less than twenty-eight days ("the Lapse Date").
- 4.3. If the offer to a member lapses and determines without any of the shares the subject of the offer having been accepted or if a member accepts some but not all of the shares offered by the Lapse Date, then the Company shall make a second offer in the manner specified above of the shares unaccepted on the first offer to those members who did accept all the shares offered to them in the first offer.
- 4.4. First and second shall be deemed to be accepted upon receipt of a letter of acceptance by the Company
- 4.5. If any shares offered have not been accepted in the second offer (due to the expiration of such time limit or on receipt of an intimation from the person to whom the offer was made that he declines to accept any or all of the shares comprised in the second offer) or if any shares are released from the provisions of Article 4.2 by special resolution of the Company in general meeting then the directors may allot or grant options over such shares in such manner to such persons on such terms as they think most beneficial to the Company.
- 4.6. The directors may also dispose in such manner to such persons on such terms as they think most beneficial to the Company any shares which cannot be offered except by way of fractions.
- 4.7. Any shares accepted in the first offer shall be paid for within seven days of the date on which the offer lapsed. Where shares were accepted on the second offer then they shall be paid for within seven days of the date on which the second offer lapsed. Payment shall be deemed to be made on the day the Company receives a cheque, credit transfer or banker's draft for the appropriate sum. Failure to pay within the time specified will enable the Company to re-offer the shares unpaid for as if they had been offered to and unaccepted by the default member on the first offer.

4.8. The directors are authorised in accordance with Section 551 of the Act to allot and dispose of or grant options over the Company's shares, in accordance with the Articles, up to the amount of the authorised share capital of the Company at any time or times during the period of five years from the date of adoption of these Articles.

4.9. In accordance with Section 567(1) of the Act Section 561 and Section 562 of the Act shall be excluded from applying to the Company.

5. SHARE CERTIFICATES

5.1. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be executed as a deed by the Company and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid upon thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.

5.2. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery upon of the old certificate.

6. LIEN

6.1. The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

6.2. The lien conferred by Article 6.1 above shall attaché to all shares (including fully paid up shares) registered in the name of any person indebted or under liability to the

Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

- 6.3. The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 6.4. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to or in accordance with the directions of, the purchaser. The title of the Transferee to the shares shall not be effected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 6.5. The net proceeds of sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) shall be paid to the person entitled to the shares at the date of the sale.

7. CALLS ON SHARES AND FORFEITURE

- 7.1. Subject to the terms of allotment, the directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving within fourteen clear days of the call being made at least fourteen clear days' notice to satisfy the call, such notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 7.2. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

- 7.3. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 7.4. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it becomes due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 7.5. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call
- 7.6. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 7.7. If a call remains unpaid after it has become due and payable the directors may give to the person from whole it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 7.8. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture, shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 7.9. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

7.10. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, of no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

7.11. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

8. TRANSFER OF SHARES

8.1. The instrument of transfer of a share may be in any unusual form or in the other form which the directors may approve and shall be executed by or on behalf of the Transferor, and unless the share is fully paid, by or on behalf of the Transferee.

8.2. The directors may decline to register any transfer of a share on which the Company has a lien.

8.3. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of a share (whether or not it is fully paid) unless the transfer has been made in accordance with the provisions of Article 8.8 or Articles 9.1 to 9.7 and 9.9 to 9.11 inclusive, in which event the directors shall register the transfer of a share made in accordance with those Articles.

8.4. If the directors refuse to register a transfer of a share they shall within two months after the date on which the transfer was lodged with the Company send to the Transferee notice of the refusal.

- 8.5. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
- 8.6. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 8.7. The Company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.
- 8.8. In this Article 8.8 the word “relative” means and includes any persons standing in any of the following degrees of relationship to the relevant member, namely, husband, wife, widow, widower, father, mother and lineal descendant of such father, mother, son-in-law or daughter-in-law:
- 8.8.1. any share may be transferred to any member of the Company;
 - 8.8.2. any share may be transferred by a member to any relative of such member;
 - 8.8.3. any share of a deceased member may be transferred to or on request in writing signed by them placed in the names of his personal representatives;
 - 8.8.4. any share may be transferred by a member (including his personal representative) to the trustees of any settlement or trust made by him for the benefit of any relative or relatives of such member (whether or not any other person or persons (legal or natural) can or may also benefit under the settlement or trust);
 - 8.8.5. any share standing in the names of the trustees of any settlement or of the estate of a deceased member may upon any change of trustees be transferred to the trustees for the time being thereof;
 - 8.8.6. any share standing in the names of any such trustees as aforesaid may be transferred by them to any person who is beneficially entitled thereto under the trusts of the relevant settlement, trust or estate (and who is a relative of a member or former member).

- 8.9. For the avoidance of doubt a purchase by the Company of any share or shares in the capital of the Company and which is made pursuant to the Act shall not, for the purposes of these Articles, be deemed to be a transfer of that share or of those shares.

9. TRANSFER PROCEDURE

- 9.1. Subject to Articles 8.8, any person ("the Proposing Transferor") proposing to transfer any shares shall give notice in writing ("the Transfer Notice") to the Company that he desires to transfer the same stating the sum which he fixes as the fair value of each share and the number of shares which he wishes to transfer. The Transfer Notice shall specify the Company as the Proposing Transferor's agent for the sale of the shares to the other members of the Company. The Transfer Notice shall not be revocable except with the sanction of the directors.
- 9.2. The shares comprised in any Transfer Notice shall be offered to the members (other than the Proposing Transferor) as nearly as may be in proportion to the number of shares of the same class held by them respectively at the date when the Proposing Transferor gave notice to the Company. Such offers shall be made by notice in writing ("the Offer Notice") which shall state the number of shares to be offered to each member, the price per share as specified by the Proposing Transferor, that the offer is subject to the provisions of this Article and the right of a member to have the price per share fixed by the auditors of the Company at a figure representing the fair value of the shares comprised in the Transfer Notice as between a willing buyer and a willing seller contracting on arm's length terms, (provided always that the auditors shall take into account the maximum proportion of the votes at a general meeting of the Company which such shares could carry): such right to have the price fixed by the auditors to be exercised by notice in writing to the Company within seven days of despatch by the Company to the members of the Offer Notices. Such an offer made to a member shall lapse ("the Lapse Date") after twenty-eight days from either the date of despatch by the Company of the Offer Notices or the date on which the auditor fixes the price per share whichever date is the later. Should the share price fixed by the auditors be different from that specified by the Proposing Transferor then the price fixed by the auditors shall be substituted for that specified by the Proposing Transferor. The substituted price shall apply to all Offers Notices dispatched by the Company. The Company shall inform all the members in writing of the share price fixed by the auditors and the date on which the auditors fixed the share price.

- 9.3. Any shares not capable of being offered to members in proportion to their existing holding without fractions shall be offered to such members as the directors shall unanimously decide.
- 9.4. The offer shall be deemed accepted upon receipt of a letter of acceptance by the Company. In the event of a member exercising his right to have the auditors fix the share price then an acceptance by any member of the offer prior to the auditors fixing the share price shall be of no consequence whatsoever.
- 9.5. If the offer to the member lapses without any of the shares the subject of the offer having been accepted, or if a member accepts some but not all of the shares offered by the Lapse Date, then the Company shall make a second offer of the shares unaccepted on the first offer to those members who did accept all the shares offered to them in the first offer and at the same price. Such second offer shall be made in the manner specified in Articles 9.2 and 9.3 except that no member shall have the right to have the price per share fixed by the auditors (if such has not been so fixed already) in respect of such offer and for the purpose of such second offer the "Lapse Date" shall be 28 days from the date of dispatch by the Company of the Second Offer Notice.
- 9.6. The second offer shall be deemed to be accepted upon receipt of a letter of acceptance by the Company.
- 9.7. If the second offer lapses without all of the shares the subject of that offer having been accepted and there are members holding shares of another class then the Company shall make a third offer of the shares to those members holding shares of the other class. Such third offer shall be made in the manner specified in Article 9.5 except the Company shall request such members to specify if they wish to acquire more than their allocation of shares, and the offer shall be made to the members holding shares of that other class as nearly as may be in proportion to the numbers of shares of that other class held by them respectively at the date the Transfer Notice was given to the Company.
- 9.8. If after the Lapse Date of the second offer or (if applicable) the third offer any of the shares comprised in the Transfer Notice have not been accepted, or if through no default of the Proposing Transferor, the purchase is not duly completed, the Proposing Transfer may at any time within six months after the Transfer Notice was given, but subject to Article 8.3, sell such shares to any person and at any price

provided always that, notwithstanding anything hereinbefore contained, where more than one share is comprised in the Transfer Notice then unless a purchasing member shall be found for each of the shares so comprised no obligation to transfer or to purchase any of such shares shall arise and the Company shall be deemed not to have found a purchasing member for any of such shares

9.9. If purchasing members shall be found for all the shares comprised in the Transfer Notice to the Company then the Company shall:-

9.9.1. within two days of the Lapse Date of either the first or second offer as the case may be, give notice in writing to the purchasing members whose applications have been successful; and

9.9.2. within one week of the Lapse Date of either the first or second offer as the case may be, give notice in writing to the Proposing Transferor specifying the purchasing members.

9.10. The Transferees, or Transferee as the case may be, shall be bound to pay the purchase price in respect of the shares accepted by them within seven days of the Lapse Date of the first offer or, where a second offer was made, the Lapse Date of the second offer. The Proposing Transferor shall be bound upon payment of the price due in respect of all the shares comprised in Transfer Notice to transfer the shares to the purchasing members.

9.11. If the Proposing Transferor shall fail or refuse to transfer any of the shares to a purchasing member in accordance with notice given to him by the Company, the Company may authorise some person to execute and deliver on his behalf the necessary transfer and the Company shall receive the purchase money in trust without interest for the Proposing Transferor, and cause the purchasing member to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof.

10. TRANSMISSIONS OF SHARES

10.1. If a member dies the survivor or survivors where he was a joint holder and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to

his interest, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

11. TRANSFER ON BANKRUPTCY OR LIQUIDATION

- 11.1. A person entitled to any shares in the Company in consequence of the bankruptcy or liquidation of a member shall be bound at any time, if and when required in writing by the Company so to do, to give a Transfer Notice in respect of such shares provided that in any case where the Company has duly required such a Transfer Notice to be given in respect of any shares and such transfer notice is not duly given within such period (being not less than thirty days) as the Company shall specify therein such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the Company shall determine and the price per share shall be fixed by the auditors of the Company at a figure representing the fair value of such shares.

12. ALTERATION OF SHARE CAPITAL

- 12.1. The Company may by ordinary resolution:-

- 12.1.1. increase its share capital by new shares of such amount as the resolution prescribes;
- 12.1.2. consolidate and divide all or any of its share capital into shares of a later amount than its existing shares;
- 12.1.3. subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- 12.1.4. cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

- 12.2. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors, may on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any

person (including subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The Transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 12.3. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

13. PURCHASE OF OWN SHARES

- 13.1. Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private Company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

14. GENERAL MEETINGS

- 14.1. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 14.2. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

15. NOTICE OF GENERAL MEETINGS

- 15.1. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:-

- 15.1.1. in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

- 15.1.2. in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent, in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the member, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

- 15.2. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

16. PROCEEDINGS AT GENERAL MEETINGS

- 16.1. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. The redeemable preference shares shall not confer on the holders thereof any right to receive notices of, attend, or vote at any general meeting of the Company.
- 16.2. If, within half an hour from the time appointed for any general meeting a quorum is not present or if during the meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour, the meeting will be dissolved.
- 16.3. The chairman, if any, of the Board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meetings, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present

shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

- 16.4. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 16.5. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 16.6. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 16.7. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by:-
 - 16.7.1. the chairman; or
 - 16.7.2. at least two members having the right to vote at the meeting; or
 - 16.7.3. a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - 16.7.4. by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 16.8. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the Minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 16.9. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 16.10. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.11. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 16.12. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 16.13. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.14. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

17. VOTES OF MEMBERS

- 17.1. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one hundred votes for every ordinary share of which he is the holder and on a poll every member shall have one vote for every redeemable preference share of which he is the holder
- 17.2. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the Register of members
- 17.3. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, 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 default of the right to vote shall not be exercisable
- 17.4. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 17.5. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to its tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 17.6. On a poll, votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 17.7. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as

circumstances allow or in any other form which is usual or which the directors may approve):-

“ [] LIMITED

I/We, [] of [], being a member/members of the above-named Company, hereby appoint [] of [], or failing him, [] of [] as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on the [] day of [], and at any adjournment thereof.

Signed on the [] day of [] 20[].”

- 17.8. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

“ [] LIMITED

I/We, [] of [], being a member/members of the above-named Company, hereby appoint [] of [] or failing him [] of [], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on the [] day of [], and at any adjournment thereof.

Signed on the [] day of [] 20[].

This form is to be used in respect of the resolutions mentioned as follows:-

Resolution Number 1 *for *against

Resolution Number 2 *for *against

*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this [] day of [] 20[]”

17.9. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directions may:-

17.9.1. be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

17.9.2. in the case of a poll taken more than forty eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty four hours before the time appointed for the taking of the poll; or

17.9.3. where the poll is not taken forthwith but is taken to more than forty eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

17.10. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

18. APPOINTMENT OF DIRECTORS

18.1. No person shall be appointed a director at any general meeting unless:-

18.1.1. he is recommended by the directors; or

18.1.2. not less than fourteen nor more than thirty five clear days before the date appointed for the meeting, notice executed by a member qualified to vote

at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's Register of directors together with notice executed by that person of his willingness to be appointed or reappointed.

- 18.2. Not less than seven nor more than twenty eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's Register of directors.
- 18.3. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 18.4. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting.
- 18.5. The number of the directors shall be determined by an ordinary resolution of the Company in general meeting but unless and until so fixed there shall be no maximum number of directors and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to these Articles being one, a sole director shall have authority to exercise all the powers and discretions under these Articles expressed to be vested in the directors generally and Article 20.3 shall be modified accordingly.
- 18.6. The holder or holders of a majority of the redeemable preference shares shall be entitled at any time or times by notice in writing to the Company, to appoint (and remove from office) two persons to be directors of the Company. Any such person or persons appointed pursuant to this Article 18.6 shall each carry 26 per cent of the votes at any meeting of the directors PROVIDED THAT if only one person is holding office as director by virtue of an appointment under this Article 18.6 that person shall

carry 51 per cent of the votes at any meeting of the directors, and Article 20.1 shall be construed accordingly PROVIDED THAT on any vote at any meeting of the directors concerned with whether or not any redeemable preference share should be redeemed, the director or directors appointed pursuant to this Article 18.6 shall have one vote each on the question of such redemption.

19. ALTERNATE DIRECTORS

19.1. Any director (other than an alternate director) may appoint either another director, or any other person willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

19.2. An alternate director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notice of all meetings of directors and of all meetings of Committees of directors of which is appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

19.3. An alternate director shall cease to be an alternate director if his appointor ceases to be a director.

19.4. A director or any other person may act as alternate director to represent more than one director and an alternate director shall be entitled at meetings of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director but he shall count as only one for determining whether a quorum is present.

19.5. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

19.6. Save as otherwise provided in the articles an alternate director shall be deemed for purposes to be a director and shall alone be responsible for its own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

20. PROCEEDINGS OF DIRECTORS

- 20.1. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall call a meeting of directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 20.2. Without limitation to the powers of the directors to regulate their proceedings under Article 20.1 any director may participate in a meeting of the Board or of a Committee of the board by means of conference telephone or similar communication equipment whereby all the directors participating in the meeting can hear each other and the director participating in a meeting in this manner shall be deemed to be present in person at such meeting.
- 20.3. The quorum for the transaction of the business of the directors may be fixed by the directors. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 20.4. The directors may appoint one of their number to be the chairman of the Board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be the chairman of the meeting.
- 20.5. All acts done by a meeting of directors, or of a Committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any director or that of any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 20.6. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a Committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a Committee of

directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

- 20.7. If a question arises at a meeting of directors or of a Committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting in his ruling in relation to any director other than himself shall be final and conclusive.

21. POWERS OF DIRECTORS

- 21.1. Subject to the provisions of the Act, the memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 21.2. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

22. DELEGATION OF DIRECTORS' POWERS

- 22.1. The directors may delegate any of their powers to any Committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a Committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

23. REMOVAL OF DIRECTORS

- 23.1. The office of a director shall be vacated:-

- 23.1.1. if by notice in writing to the Company he resigns the office of director;
- 23.1.2. if he ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;
- 23.1.3. if he becomes bankrupt or insolvent, or enters into an arrangement or composition with his creditors;
- 23.1.4. if he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
- 23.1.5. if, except in the case of a sole director, he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated;
- 23.1.6. if he is removed from office by resolution duly passed under Section 303 of the Act;

24. REMUNERATION OF DIRECTORS

- 24.1. The salary or remuneration of any managing director, executive director or senior or other employee of the Company shall, subject as provided in any service agreement, be such as the Directors may from time to time determine and may either be a fixed sum of moneys, or may be determined in whole or in part by reference to the business done or profits made, or may include the transfer in whole or in part (whether with or without consideration or the assumption of liabilities) (including the assignment of all or any rights and interest therein) to him or assignment of securities or securities futures options to acquire securities, government bonds or contracts for the future purchase of HM Government bonds or options to acquire government bonds, or may include the making of provisions for the payment to him, his widow or other dependents of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance benefits, or may be upon such other terms as the Directors determine.

25. DIRECTOR'S EXPENSES

- 25.1. The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or Committees of directors or general meetings or separate meetings of their holders of any class of

shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

26. MANAGING DIRECTORS

- 26.1. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

27. DIRECTORS INTEREST

- 27.1. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

27.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

27.1.2. may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

27.1.3. shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

- 27.2. For the purposes of Article 27.1:-

- 27.2.1. a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of person is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
 - 27.2.2. an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 27.3. A director who has disclosed his interest in accordance with Articles 27.1 and 27.2 above and Section 317 of the Act may vote in respect of any contract, proposed contract or any arrangement in which he is interested directly or indirectly and such director shall be counted in the quorum present at any meeting at which such contract or proposed contract or arrangement is being considered.
- 28. [INTENTIONALLY BLANK]
- 29. SECRETARY
 - 29.1. Subject to the provisions of the Act the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any such secretary so appointed may be removed by them if at any time there shall be no secretary or for any reason no secretary capable of acting or if the secretary is for any reason unavailable, the directors may appoint an assistant or deputy secretary
- 30. MINUTES
 - 30.1. The directors shall cause Minutes to be made and kept in books for the purpose of:-
 - 30.1.1. all appointments of officers made by the directors; and
 - 30.1.2. all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors and of Committees of directors, including the names of the directors present at each such meeting
- 31. EXECUTION OF DEEDS

31.1. If the Company has a seal then it shall only be used by the authority of the directors or of a Committee of directors authorised by the directors. The directors may determine who shall execute any instrument as a deed whether or not a seal is affixed to the deed and unless otherwise so determined such deed shall be signed by a director and by the secretary or by a second director.

32. DIVIDENDS

32.1. Subject to the provisions of the Act and to the provisions of Article 38, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors. The directors at their sole discretion may apportion and attribute such dividends as between the different classes of share in the Company and a class of share shall entitle any holder thereof to any dividends not recommended by the directors.

32.2. Subject to the provisions of the Act and to the provisions of Article 38, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights.

32.3. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued in terms provided that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

- 32.4. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 32.5. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled, or if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the Register of members or to such persons and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 32.6. No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 32.7. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

33. ACCOUNTS

- 33.1. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

34. CAPITALISATION OF PROFITS

- 34.1. The directors may with the authority of an ordinary resolution of the Company:-
- 34.1.1. subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether

or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;

- 34.1.2. appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend on ordinary shares and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- 34.1.3. make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares of debenture becoming distributable under this Article in fractions; and
- 34.1.4. authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

35. NOTICES

- 35.1. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 35.2. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given

to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company

- 35.3. A member present either a person or by proxy at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 35.4. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 35.5. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of forty eight hours after the envelope containing it was posted.
- 35.6. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name or by the title of representatives of the deceased, or trustee of the bankruptcy or by any like description at the address, if any, with in the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

36. WINDING UP

- 36.1. If the company is wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

37. INDEMNITY

- 37.1. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the

Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- 37.2. The Company shall be permitted, in accordance with Section 310(3) of the Act to purchase and maintain directors' and officers' liability insurance against any such liability as is referred to in Section 310(1) of the Act.

37.2.1.