

Company No. 3141013

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 – 1989 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

**NEW
ARTICLES OF ASSOCIATION**

**as adopted by Written Resolution passed the 8th day of September
2010**

OF

URBAN SPLASH GROUP LIMITED

PRELIMINARY

1. The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

- 2 1 In these Articles and in the Model Articles that apply to the Company unless the context otherwise requires, each of the following words and expressions shall have the following meanings -

"2006 Act" means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force.

"Adoption Date" August 2010.

"A Ordinary Shares" means the A Ordinary Shares of £0.20 each in the capital of the Company having the rights set out in these Articles.

"the Articles" means the Articles for the time being of the Company.

"B Ordinary Shares" means the B Ordinary Shares of £0.20 each in the capital of the Company having the rights set out in these Articles.

"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.

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| "C Ordinary Shares" | means the C Ordinary Shares of £0.20 each in the capital of the Company having the rights set out in these Articles. |
| "EBT" | means the Urban Splash Group Limited Employee Benefit Trust established by a trust deed dated 2 April 2008 between the Company and the Trustee |
| "electronic address" | any address or number used for the purposes of sending or receiving documents or information by electronic means |
| "electronic form" and "electronic means" | have the meaning given in Section 1168 of the Companies Act 2006 |
| "executed" | includes any mode of execution. |
| "Exit Event" | means a Sale or Listing. |
| "the holder" | in relation to shares means the member whose name is entered in the register of members as the holder of the shares |
| "Issue Price" | means in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium |
| "Listing" | means the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to trading on the Alternative Investment Market of London Stock Exchange plc or the admission by any recognised investment exchange of any part of the share capital of the Company, and, in each case, such admission becoming effective. |
| "Listing Shares" | means the issued equity share capital of the Company (excluding any equity share capital to be subscribed and issued on such Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division consolidation or conversion of shares) |
| "office" | means the registered office for the time being of the Company. |
| "Ordinary Shares" | means the Ordinary Shares of £1.00 each in the capital of the Company having the rights set out in these Articles. |
| "Ordinary Majority" | means the holders of 75% or more of the Ordinary Shares in issue. |

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| "Sale" | means the transfer (other than a transfer permitted under Articles 11.1.1 to 11.1.5 (inclusive), 11.2, and 11.3) of any interest in shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest. |
| "the seal" | means if the Company shall have a seal 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. |
| "shares" | means any shares for the time being in the capital of the Company. |
| "Total Shareholder Proceeds" | <p>means in the event of a Sale the value of the issued Shares (which shall include shares deriving therefrom since their date of issue, including shares deriving following any capital reorganisation effected prior to any Sale or Listing) calculated as follows and on the basis that the relevant Sale has been effected in accordance with its terms:</p> <ul style="list-style-type: none"> (a) if the shares of the Company are to be sold by private treaty (as distinct from a public offer) and the consideration is a fixed cash sum payable in full on completion of the Sale, the total amount of such cash sum; (b) if a written offer has been made for a cash consideration or, if the Sale is pursuant to any other public cash offer or public offer accompanied by a cash alternative, the total cash consideration or cash alternative price for all the shares of the Company for which the offer is made, (c) if the Sale is by private treaty or public offer and the consideration is the issue of securities (not accompanied by a cash alternative): <ul style="list-style-type: none"> (i) if the securities will rank <i>pari passu</i> with a class of securities already admitted to trading on a recognised investment exchange (in the case of a sale by private treaty) the value attributed to such consideration in the related sale agreement setting out the terms of such sale or, (in the case of a Sale following a public offer or failing any such attribution |

in the sale agreement) by reference to the value of such consideration determined by reference to the average middle market quotation of such securities over the period of 5 Business Days ending 3 days prior to the day on which the Sale is completed, or

- (ii) if the securities are not of such a class, the value of the relevant consideration as determined by an Ordinary Majority, or
- (iii) to the extent that the Sale includes an element of deferred consideration which is not contingent and/or unquantified, the value of such element of consideration shall be taken into account in determining Total Shareholder Proceeds, or
- (iv) to the extent that the Sale includes an element of consideration which is contingent and/or unquantified then no value shall be ascribed thereto in determining Total Shareholder Proceeds;

if and to the extent that (c) (i) to (c) (iv) above are not applicable, the value of the relevant consideration as determined by an Ordinary Majority.

"Trustee" Appleby Trust (Jersey) Limited as trustee of the EBT, or such other person who is the trustee of the EBT from time to time.

"the United Kingdom" means Great Britain and Northern Ireland

2.2 In Article 6 3 of these Articles the following words and expressions shall have the following meanings -

"A" means the aggregate of the sums referred to at Articles 6 3 1 to 6.3.3 (inclusive)

"A Threshold" means an amount of Total Shareholder Proceeds determined by the Board with the approval of the Ordinary Majority at the time of the first allotment of any A Ordinary Share. The A Threshold shall:-

- (i) be greater than A;
- (ii) be an amount below which the holders of A Ordinary Shares do not receive any part of the Total Shareholder Proceeds (other than in accordance with Articles 6.3.1 and 6.3.3);
- (iii) once determined by the Board not be altered.

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| "B Threshold" | <p>means an amount of Total Shareholder Proceeds determined by the Board with the approval of the Ordinary Majority at the time of the first allotment of any B Ordinary Share. The B Threshold shall:-</p> <p>(i) be greater than the A Threshold,</p> <p>(ii) be an amount below which the holders of B Ordinary Shares do not receive any part of the Total Shareholder Proceeds (other than in accordance with Articles 6.3.1 and 6 3.3);</p> <p>(iii) once determined by the Board not be altered</p> |
| "C Threshold" | <p>means an amount of Total Shareholder Proceeds determined by the Board with the approval of the Ordinary Majority at the time of the first allotment of any C Ordinary Share. The C Threshold shall:-</p> <p>(i) be greater than the B Threshold;</p> <p>(ii) be an amount below which the holders of C Ordinary Shares do not receive any part of the Total Shareholder Proceeds (other than in accordance with Articles 6 3.1 and 6.3.3);</p> <p>(iii) once determined by the Board not be altered.</p> |
| "X" | the number of A Ordinary Shares in issue at the time of a Sale |
| "Y" | the number of B Ordinary Shares in issue at the time of a Sale |
| "Z" | the number of C Ordinary Shares in issue at the time of a Sale |

2.3 In Articles 11 - 15 of these Articles :-

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| "Auditors" | means the auditors for the time being of the Company |
| "the Board" | means the Board of Directors of the Company from time to time |
| "connected person" | as defined by Section 993 of the Income Taxes Act 2007 and "connected with" shall be construed accordingly |
| "controlling interest" | means an interest (as defined in section 820 to 825 of the 2006 Act) in shares conferring in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue and conferring the right to vote at all general meetings. |

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| "equity share capital" | means any Ordinary Shares for the time being in issue. |
| "family trust" | means a trust (whether arising under a settlement or testamentary disposition or on an intestacy) under which no beneficial interest in the shares in question is for the time being vested in any person other than a shareholder or his privileged relation. |
| "privileged relation" | means the spouse, parents, grandparents, children, grandchildren, brothers or sisters of a shareholder or former shareholder, any person married to such person or any stepchild or adopted child of any such person. |
| "shareholder" | means a holder as defined in Article 2 1 |

- 2.4 Words and expressions which bear particular meanings in the Model Articles shall bear the same meaning in these Articles. Headings are for convenience only and shall not affect construction. Words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.

- 3 Model Articles 14(1), 14(2), 14(5), 26(5), 52 and 53 shall not apply to the Company.

PRIVATE COMPANY

- 4 The Company is a private company within the meaning of section 4 of the 2006 Act and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARE CAPITAL

- 5.1 The maximum number of shares that may be allotted pursuant to these Articles shall be 1,993,600 Ordinary Shares, 100,000 A Ordinary Shares, 100,000 B Ordinary Shares and 100,000 C Ordinary Shares.
- 5.2 Subject to the provisions of the Act and without prejudice to Article 5.3 :
- 5.2.1 the Company may purchase any of its shares (including any redeemable shares), and
- 5 2 2 the Company may make a payment in respect of the redemption or purchase of any of its shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares
- 5.3 In accordance with Model Article 22(1) (subject to Article 5.4) the directors may allot any shares with the approval of an ordinary resolution and may (subject to Section 551 of the 2006 Act and to Article 5.7) grant options over, or otherwise

dispose of or deal with the same to such persons, on such terms and in such manner as they think fit.

- 5.4 All Ordinary Shares which the directors propose to issue shall first be offered to the members holding Ordinary Shares in proportion as nearly as may be to the number of the existing Ordinary Shares held by them respectively unless subject to Article 5.5 the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of Ordinary Shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Ordinary Shares so deemed to be declined shall be offered in the proportion aforesaid to the holders of Ordinary Shares who have within the said period, accepted all the Ordinary Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Ordinary Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Ordinary Shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Ordinary Shares not accepted as aforesaid, such Ordinary Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. Subject to the restrictions of Articles 5.7, all A, B and C Ordinary Shares which the directors propose to issue shall be offered in such manner and in such numbers and to such persons as the directors determine and without the necessity of the passing of any further resolution of the shareholders
- 5.5 No Special Resolution by the Company referred to in the first sentence of Article 5.4 shall be an effective contrary direction for the purpose of Article 5.4 if passed such that any Ordinary Shares proposed to be issued are to be issued to some but not others of the members of the Company holding Ordinary Shares at that time
- 5.6 In accordance with sections 567(1) and (2) of the 2006 Act sections 561(1) and 562(2) to (5) inclusive of the Act shall not apply to the Company.
- 5.7 The directors are generally and unconditionally authorised for the purposes of section 551 of the 2006 Act to allot up to 100,000 A Ordinary Shares, 100,000 B Ordinary Shares and 100,000 C Ordinary Shares at any time or times during the period of five years from the Adoption Date and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company in that period. The authority hereby given may at any time (subject to the said section 551) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

DIVIDENDS

- 6.1 Any profits which the Company determines to distribute in respect of any financial year shall, subject to the approval of the Ordinary Majority, be applied in distributing such profits amongst the holders of the shares then in issue *pari passu* according to the number of such shares held by them respectively.

CAPITAL

- 6.2 On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the manner specified in Article 6.3.

SALE OF THE SHARE CAPITAL OF THE COMPANY

- 6.3 Upon completion of a Sale, (and notwithstanding anything to the contrary in the terms and conditions governing such Sale) the selling holders (immediately prior to such Sale) shall procure that the consideration (whenever received) shall be paid into a designated trustee account and shall be distributed amongst such selling holders in the following order of priority.
- 6.3.1 firstly, in paying in respect of all shares an amount equal to all arrears and accruals of dividends; and
- 6.3.2 secondly, in paying to the members holding Ordinary Shares an amount equal to the Issue Price of the same; and
- 6.3.3 thirdly, in paying to the members holding A Ordinary Shares, B Ordinary Shares and C Ordinary Shares an amount equal to the Issue Price of all A Ordinary Shares, B Ordinary Shares and C Ordinary Shares held by them; and
- 6.3.4 thereafter each tranche of Total Shareholder Proceeds stated at column (2) in the table below shall be distributed amongst the holders of shares the subject of the Sale in the proportions listed at rows (1) to (4) (inclusive) of the table below such distribution taking no account of whether the shares in question comprise a majority or minority of the shares in issue -

| (1) Row No | (2) Total Shareholder Proceeds (£) | (3) Percentage of tranche of Total Shareholder Proceeds to be distributed to holders of Ordinary Shares | (4) Percentage of tranche of Total Shareholder Proceeds to be distributed to holders of A Ordinary Shares | (5) Percentage of tranche of Total Shareholder Proceeds to be distributed to holders of B Ordinary Shares | (6) Percentage of tranche of Total Shareholder Proceeds to be distributed to holders of C Ordinary Shares |
|------------------|---|--|--|--|--|
| (1) | Between A and the A Threshold | 100 | 0 | 0 | 0 |
| (2) | Between the A Threshold and the B Threshold | 100 less percentage distributed to holders of A Ordinary Shares | 50 | 0 | 0 |
| (3) | Between the B Threshold and the C Threshold | 100 less percentage distributed to holders of A and B Ordinary Shares | $\left(\frac{X}{(X+Y)}\right) \times 50$ | $\left(\frac{Y}{(X+Y)}\right) \times 50$ | 0 |
| (4) | In excess of the C Threshold | 100 less percentage distributed to holders A, B and C Ordinary Shares | $\left(\frac{X}{(X+Y+Z)}\right) \times 50$ | $\left(\frac{Y}{(X+Y+Z)}\right) \times 50$ | $\frac{Z}{(X+Y+Z)} \times 50$ |

- 6.4 In the case of a Sale the consideration for which is not payable in cash or which is payable in a combination of cash and any other form of consideration, such consideration shall be allocated amongst the members in order to ensure that the Total Shareholder Proceeds are allocated between the members in the same proportions as the provisions of Article 6.3 provide.
- 6.5 The provisions of Articles 6.3 and 6.4 shall not apply on or after a Listing.
- 6.6 Immediately prior to and conditionally upon the first Listing to occur, the holders shall enter into such reorganisation of the share capital of the Company as the Ordinary Majority determine to ensure that the Total Shareholder Proceeds are or would be reallocated between the members in the same proportions as the provisions of Article 6.3 would provide on a Sale in an amount equal to the Total Shareholder Proceeds.

SHARE CERTIFICATES

- 7 Every share certificate issued by the Company shall be endorsed on the reverse side thereof with the following notice :-

"Restrictions on transfer of and of any interest in the shares represented by this Certificate.

Neither the shares in the Company as shown overleaf nor any interest in them may by the Articles of Association of the Company ("the Articles") be sold, transferred, assigned, pledged, charged or otherwise dealt in or disposed of except as permitted by the Articles. Any breach of the provisions of the Articles in this respect will result in the shares being the subject of a deemed transfer notice for their disposal in accordance with the Articles "

LIEN

8. 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) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

CALLS ON SHARES

9. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) 12 per cent per annum, as may be agreed upon between the directors and the member paying such sum in advance.

- 10 The liability of any member in default in respect of a call shall be increased by all expenses that may have been incurred by the Company by reason of such non-payment

TRANSFER OF SHARES

11 Permitted transfers

- 11.1 Any shareholder being an individual who is solely, legally and beneficially entitled to shares and any person entitled to shares by transmission may at any time transfer shares:

11.1.1 in the case of a holder of Ordinary Shares only in respect of his Ordinary Shares only to a privileged relation (except as part of a divorce or separation settlement);

11.1.2 in the case of a holder of Ordinary Shares only in respect of his Ordinary Shares only subject to Article 11.2, to trustees to be held upon a family trust;

11.1.3 to a nominee of the shareholder or, where the shareholder is nominee for any other person, to that person or a nominee for him provided that the transferor certifies that no beneficial interest in shares passes by reason of such transfer;

11.1.4 to any other person with the sanction of a special resolution passed by the Company in general meeting,

11.1.5 to any other shareholder with the written consent of all the directors of the Company; or

11.1.6 to any other person pursuant to Article 15 (Drag Along)

11.2 Where shares are held by trustees of a family trust :

11.2.1 they may, on any change of trustees, be transferred to the new trustees of the family trust concerned;

11.2.2 they may at any time be transferred to any person to whom the settlor could have transferred the shares under Article 11.1 had he been their holder;

11.2.3 if and whenever any of the shares cease to be held upon a family trust (otherwise than in connection with a transfer by the trustees authorised under this Article 11.2) the trustees of the family trust shall, within 7 days of the cessation give (and in default shall be deemed to have given) a sale notice (as defined in Article 12.1 below) in respect of the shares in question.

11.3 Any shareholder which is a body corporate may transfer any shares :

11.3.1 to its ultimate parent company or any other body corporate controlled directly or indirectly by its ultimate parent company provided that if such body corporate ceases to be controlled directly or indirectly by such ultimate parent company the shareholder concerned shall procure that immediately prior to it so ceasing such shares shall be transferred to another body corporate so controlled or back to the original shareholder;

11 3.2 to any other person with the sanction of a special resolution passed by the Company in general meeting, or

11.3.3 to any other shareholder with the written consent of all the directors of the Company.

11 3 4 to, if that body corporate is the Trustee, the EBT

12. *Transfer by Shareholders*

12 1 Any shareholder ("the retiring shareholder") wishing to transfer part or all of the shares held by him shall first give a notice in writing ("a sale notice") to the Company specifying the number and denoting numbers (if any) of the shares which he wishes to sell ("the sale shares"). The sale notice shall constitute the Company the agent of the retiring shareholder for the sale of the sale shares at market value (as determined in accordance with the provisions of Article 12.3) ("market value"). If the capital of the Company is divided into separate classes of shares a separate sale notice shall be given for each class of shares.

12 2 A sale notice may provide that unless all the sale shares are sold in accordance with this Article none shall be sold ("a total sale condition"). Other than expressly provided in these Articles, a sale notice shall be revocable at any time until the end of the valuation period (as defined in Article 12.3). If a retiring shareholder revokes a sale notice he may not subsequently transfer the sale shares (or any interest in them) other than in accordance with these Articles.

12 3 The market value of the sale shares :

12.3.1 shall be determined by agreement between the retiring shareholder and the Board; or

12 3 2 in default of agreement within 14 days of the date of receipt of the sale notice by the Company shall be calculated on the basis of a sale between a willing seller and a willing purchaser (as at the date of the sale notice) and shall be certified by the Auditors who shall act upon the instructions of the Board (the Board being responsible for agreeing with the Auditors the terms of their engagement). In so certifying the Auditors shall act as an expert and not as an arbitrator and their decision shall be final and binding upon the parties

For the purposes of this Article the market value of each share comprised in the Transfer Notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company (but in all circumstances taking into consideration the provisions of Article 6 when calculating market value) and shall not be discounted or enhanced by reference to the number of shares referred to in the Transfer Notice.

If the market value as certified by the Auditors is unacceptable to the retiring shareholder he may, within 7 days of the market value being so certified ("the valuation period"), revoke his sale notice by giving notice in writing to this effect to the Company. The cost of obtaining a certificate of market value shall be borne equally by the retiring shareholder and the purchasing shareholder(s) provided that if any retiring shareholder shall within the valuation period revoke his sale notice the cost of obtaining a certificate relating to such sale notice shall be borne wholly by such retiring shareholder.

- 12.4 On determination of the market value the Company shall forthwith offer the sale shares at market value to all shareholders holding shares of the same class ("the first offer") inviting each of them to state in writing within 14 days whether he is willing to purchase and, if so, the number of sale shares up to the number comprised in the sale notice. The directors shall allocate the sale shares to the shareholders who have expressed their willingness to purchase in proportion as nearly as may be to the nominal amount of their existing holdings of that class of shares in the Company. Any sale shares which are then unallocated shall be allocated to any shareholders who have expressed a willingness to purchase more than their due proportion again in proportion as nearly as may be to the nominal amount of their existing holdings of that class of shares in the Company, but no shareholder shall be obliged to purchase more sale shares than he has indicated he is willing to purchase.
- 12.5 If any sale shares remain unallocated after the first offer the Company shall forthwith offer these sale shares at market value to all shareholders other than those to whom the first offer was made ("the second offer") inviting each of them to state in writing within 14 days whether he is willing to purchase and, if so, the number of sale shares up to the number comprised in the sale notice. The directors shall allocate the sale shares to the shareholders who have expressed their willingness to purchase in proportion as nearly as may be to the nominal amount of their existing holdings of shares in the Company. Any sale shares which are then unallocated shall be allocated to any shareholders who have expressed a willingness to purchase more than their due proportion, again in proportion as nearly as may be to the nominal amount of their existing holdings of shares in the Company, but no shareholder shall be obliged to purchase more sale shares than he has indicated he is willing to purchase.
- 12.6 If the Company shall not have found purchasing shareholders in respect of all the sale shares then any remaining sale shares shall, for a period of 14 days after the expiry of the time limit specified in Article 12.4. and 12.5, be at the disposal of the directors who may offer any remaining sale shares at market value to any person as they in their discretion might choose.
- 12.7 If the Company shall not find purchasing shareholders pursuant to Articles 12.4 or 12.5 or any other purchaser pursuant to Article 12.6 for all of the sale shares or if through no default of the retiring shareholder the purchase of any of the sale shares is not completed within the time period specified in Article 12.8 the retiring shareholder shall be at liberty at any time within three months after the end of that time period to transfer any unsold sale shares or (in the case of a total sale condition) all of the sale shares to any person he may wish and at any price (not being less than the market value) and on terms not materially more favourable as to timing of payment than would apply to the shareholders under the terms of this Article 12 provided that :
- 12.7.1 the directors may require to be satisfied that the sale shares are being transferred in satisfaction of a bona fide sale at market value without any deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied may refuse to register the transfer; and
- 12.7.2 if the sale notice contained a total sale condition the retiring shareholder shall not be entitled to transfer shares under this Article 12.7 unless all the sale shares are transferred by him.
- 12.8 If the Company shall find purchasing shareholders in respect of all or (except where the sale notice contains a total sale condition) any of the sale shares in accordance with this Article 12 it shall forthwith give notice to the retiring

shareholder who shall be bound, upon payment of the appropriate consideration, to transfer the sale shares to the respective purchasers. Every such notice shall state the name and address of each purchaser, the number of sale shares to be purchased by him and the transfer shall be completed at a time and place to be appointed by the directors, not being less than 7 nor more than 14 days from the date of the notice.

12.9 If the retiring shareholder fails to transfer any of the sale shares to their purchaser(s) the directors may authorise any person to execute a transfer of the sale shares to the purchasing shareholder and the Company may give a good receipt for the purchase price of the sale shares and may register the purchasing shareholder as holders of them and issue to them certificates for them. After the name of the purchaser shall be entered into the register the validity of the proceedings shall not be questioned by any person. The retiring shareholder shall in such case be bound to deliver upon his certificate for the sale shares to the Company whereupon he shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for him but without interest. If such certificate shall comprise any share which the retiring shareholder has not become bound to transfer as aforesaid the Company shall issue to the retiring shareholder a certificate for the balance of such shares.

12.10 If trustees of a family trust are obliged by Article 11.2.3 to give a sale notice to the Company but fail to do so, they shall be deemed on the date on which the directors shall receive actual notice of such shares being held otherwise than on family trusts, to have given a sale notice in respect of them and the market value shall be ascertained by the Auditors pursuant to Article 12.3.2.

12.11 In the event that the Auditors decline to accept an instruction to provide a valuation pursuant to this Article 12, then the price will be determined by a firm of independent chartered accountants, such accountants to be instructed by the Board with the consent of the Ordinary Majority (the Board being responsible for agreeing with the Auditors the terms of their engagement).

13.1 *Death or bankruptcy – Deemed transfer notice*

13.1.1 Any person becoming entitled to shares in consequence of the death or bankruptcy of any shareholder shall give a sale notice (as defined in Article 12.1) before he elects in respect of any share to be registered himself or to execute a transfer other than a permitted transfer under Article 11.

13.1.2 Subject to Article 13.1.3, if a person becoming entitled to shares pursuant to Article 13.1.1 does not either make a permitted transfer under Article 11 or give a sale notice within one year of the death or bankruptcy he shall be deemed to have given a sale notice on the anniversary of the death or bankruptcy.

13.1.3 The provisions of this Article shall not apply provided that the holders of 75% or more of the equity share capital of the Company give their consent in writing.

13.2 *Cessation of employment – Deemed transfer notice*

13.2.1 If a shareholder or any person connected with a shareholder holding 10% or less of the equity share capital of the Company and who is either a

director and/or employee of the Company ceases (for whatever reason including by virtue of unfair dismissal, reason of redundancy or wrongful dismissal) to be either a director or employee of the Company or any of its subsidiaries he or the shareholder with which he is a connected person shall be deemed to have served a sale notice pursuant to Article 12.1 in respect of his or such person's entire holding of shares (including any shares held for him pursuant to sub-articles 11.1.2 and 11.1.3 (other than where such shares are A, B or C Ordinary Shares and are held by the Trustee or by a person acting as a nominee for the purposes of the Urban Splash Growth Share Plan) and the provisions of Article 12 shall apply in relation to them save that a sale notice deemed to be given by such director or employee in the circumstances referred to in this Article shall not be capable of revocation other than with the consent in writing of the holders of more than 75% or more of the equity share capital of the Company.

13.2.2 In the case of termination of employment of the relevant person as a direct result of.

- (a) committing an offence or causing or permitting the Company or any subsidiary of the Company to commit an offence under any law or regulation applicable to or binding on the relevant person, the Company or any such subsidiary; or
- (b) ceasing to be eligible to hold office as a director of the Company pursuant to Article 34.1 (a) to (d) or of any subsidiary of the Company in which the relevant person holds office as a director pursuant to the Articles of Association of such subsidiary; or
- (c) breach of any material term of his contract of service; or
- (d) as a result of the relevant person terminating such contract of service with or without the notice required (other than in any of the circumstances in Article 13.2.3),

the amount to be paid for the sale shares shall be a price equal to the cash amount originally paid up by the relevant person (or by any predecessor in title to the sale shares) on the sale shares (including any share premium paid in cash) or any shares from which the sale shares are derived whether as a result of any consolidation or sub-division of shares or bonus issue, or share exchange increased by a percentage amount equal to the percentage increase in the Retail Prices Index between the date of original cash subscription and the date of payment for the sale shares.

13.2.3 The circumstances referred to in Article 13.2.2 (d) are

- (a) such that the relevant person is entitled to terminate the contract of service without notice by reason of the conduct of the Company;
- (b) that the relevant person terminates the contract of service by reason of ill-health evidenced by a medical report or certificate;
- (c) the relevant person retiring from full time work and not pursuing any gainful employment or occupation,

- (d) the relevant person terminating the contract of service after the expiration of 3 years from the date of adoption of these Articles.

13.2 4 In all other circumstances contemplated by this Article 13 2, market value shall be calculated in accordance with Article 12.3.

14 *Transfers - Change of control*

14 1 Subject to Article 14 2, no sale or transfer of any shares shall be made which would result if made and registered in a person or persons (whether or not then a member of the Company) obtaining a controlling interest in the Company ("the specified shares") without the previous consent of a majority of all the holders of the issued shares unless before the transfer is lodged for registration the proposed transferee or his nominees has made an offer (stipulated to be open for acceptance for 28 days) to purchase all the other shares at the specified price (as defined below) Every shareholder to whom the offer is made shall be bound within 28 days of the making of such offer to him either to accept or reject it in writing (and if he defaults in so doing shall be deemed to have rejected the offer).

14.2 The provisions of this Article shall not apply to the acquisition of shares by a person who is at the time an existing shareholder and the acquisition is made under the terms of a sale notice given pursuant to Article 12

14.3 For the purpose of Article 14.1 :

14.3.1 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renounee under any such letter of allotment; and

14.3.2 the "specified price" shall mean a price per share (not less than the market value) at least pari passu to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the specified shares to their holders plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the specified shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the specified shares. In the event of disagreement the calculation of the specified price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding

15 Drag Along

15.1 If the holders of the 75% or more of the equity share capital in the Company (the "Majority Sellers") wish to transfer their shares (the "Offer") to any person (the "Buyer"), pursuant to the terms of a bona fide arms length transaction, provided that:

15.1.1 each holder is offered the same form of consideration in all material respects for each share and a price per share equal to that which would be paid to Shareholders on a Sale when applying the provisions of Article 6.3,

- 15.1.2 there is no provision that any holder of shares will receive other consideration, (whether in cash or otherwise) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the shares to be sold by such holder, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into or has agreed or proposed terms with any holder of shares for the purchase of shares which are more favourable than those entered into, agreed or proposed with or to any other holder, and
- 15.1.3 the terms are such that the sale and purchase of shares will be completed at the same time
- 15.2 then the Majority Sellers shall also have the option to require all of the other holders to transfer with full title guarantee all their shares to the Buyer, or as the Buyer directs, by giving notice in writing (the "Drag Along Notice") to that effect to all such other holders (the "Called Shareholders") The Drag Along Notice shall specify that the Called Shareholders are, or will, in accordance with this Article 15 1 and Article 15.2, be required to transfer with full title guarantee all their shares existing at the date of the Drag Along Notice) free from all liens, charges and encumbrances and the price (the "Proposed Price") at which such shares are proposed to be transferred which shall be a price per share equal to that which would be paid to shareholders on a Sale when applying the provisions of Article 6 3
- 15.3 If the Called Shareholders shall make default in transferring their Shares within any time period specified in the Drag Along Notice pursuant to Articles 15.1 and 15.2 the provisions of Article 12.9 (references therein to the retiring shareholder, sale notice, and sale shares being read as references to the holder making such default, the Drag Along Notice and the shares in respect of which such default is made respectively) shall apply to the transfer of such shares mutatis mutandis but the transfer price shall be the price offered for such shares as set out in Article 15 1 and the remaining provisions of Article 12 shall not apply.
16. *Registration of transfers*
- 16.1 The directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien. They may also refuse to register a transfer unless :-
- 16 1 1 it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
- 16 1 2 it is in respect of only one class of shares, and
- 16.1.3 it is in favour of not more than four transferees.
- 16 2 No share shall under any circumstances be transferred to any infant, bankrupt or person of unsound mind.
- 16.3 Model Article 26(5) shall not apply

TRANSMISSION OF SHARES

- 17 The directors may at any time give notice requiring any person entitled to a share as a result of death or bankruptcy, subject to any other provisions of these Articles, to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with

VARIATION OF RIGHTS

18. If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll

PROCEEDINGS AT GENERAL MEETINGS

19. In accordance with Section 325(1) of the Act in every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that such proxy need not be a member of the Company.
20. No business shall be transacted at any General Meeting unless a quorum of members is present; save as herein otherwise provided, two members present in person or by proxy or by duly authorised representative of a corporation shall be a quorum one of whom must be a holder of 10% or more of the Ordinary Shares then in issue. If and so long as there is only one member the quorum for the transaction of the business of the members shall be one member present in person or by proxy or by duly authorised representative of a corporation.
21. An adjourned meeting shall only proceed if a quorum is present.
22. If and for so long as the Company has only one member and that member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual and if agreed by the Company in General Meeting save that this Article shall not apply to resolutions passed for the purposes of Sections 168 and 510 of the 2006 Act. Any decision taken by a sole member pursuant to this Article shall be recorded in writing and delivered by that member to the Company for entry in the Company's Minute Book.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

- 23 In accordance with section 323 of the 2006 Act, any corporation which is a member of the Company may by resolution of its directors or other governing

body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. For the purposes of this Article a director or secretary of a corporation shall be deemed to be a duly authorised representative of that corporation without need for any further proof of authority.

24. Any written resolution of the members may in the case of a corporation be signed on its behalf by a director or secretary thereof or by its duly appointed representative or attorney.

VOTES OF MEMBERS

25. The instrument appointing a proxy and, if the provisions of Article 22 do not apply and if so required by the directors, any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for taking the poll, and an instrument of proxy which is not so delivered shall be invalid. For the purposes of this Article the instrument appointing a proxy shall if sent by facsimile be deemed to be delivered at the time the facsimile is received at the office (or to such other place or person as may be specified or agreed by the directors) provided that the directors shall be entitled to reject the same if in their opinion the facsimile is illegible or unclear.

NUMBER OF DIRECTORS

26. Unless and until the Company in General Meeting shall otherwise determine there shall be no maximum or minimum number of directors. If and so long as there is a sole director he may exercise all the powers and authorities vested in the directors by the Articles and in such circumstances the quorum for the transaction of the business of the directors shall be one.

ALTERNATE DIRECTORS

- 27.1 Any director (other than an alternate director) may appoint any other director,, or any other person approved by the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 27.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, and to attend, speak and vote at any such meeting at which the director appointing him is not personally present but it shall not be necessary to give notice of such meeting to an alternate director who is absent from the United Kingdom. A director present at such meeting and appointed alternate director for any other directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting. An alternate

director shall not be entitled to receive any remuneration from the Company for his services as an alternate director.

- 27.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires but is reappointed or deemed to have been re appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 27.4 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.
- 27.5 Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him

POWERS OF DIRECTORS

28. Any director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a director, Provided That nothing herein contained shall authorise a director or his firm to act as auditor to the Company.
29. The directors may sanction the exercise by the Company of all the powers of the Company to make provision for the benefit of persons (including directors) employed or formerly employed by the Company or any subsidiary of the Company in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or any such subsidiary as are conferred by section 247 of the 2006 Act and the Insolvency Act 1986, s187 and, subject to such sanction, the directors may exercise all such powers of the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

30. 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 Article 26 as the maximum number of directors.
31. Without prejudice to the foregoing provision the Company may by Ordinary Resolution appoint any person who is willing to act to be a director either to fill a casual vacancy or as an additional director.
32. In any case where as a result of the death of a sole member of the Company the Company has no members and no directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be effective as if made by the Company in General Meeting pursuant to Article 31.
33. The directors shall not be required to retire by rotation.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

34.1 Article 18 of the Model Articles shall be modified by the addition of the following circumstances in which the office of a Director shall be vacated being if:

- (a) he is removed from office under section 168 of the 2006 Act, or by Extraordinary Resolution of the Company; or
- (f) he is served with written notice under the hand of a director or the secretary of any Company which is for the time being the Company's holding company that the Board of Directors of such company has resolved that his appointment be terminated;

34.2 No person shall be disqualified from being or becoming a director of the Company by reason of his attaining or having attained the age of 70 years or any other age

DIRECTORS GRATUITIES AND PENSIONS

35 The directors may exercise all the powers of the Company to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to, or to any person in respect of any director or former director of the Company or any subsidiary or holding company of the Company or another subsidiary of any such holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such director ceases to hold office or employment). A director may vote at a meeting of directors in respect of any matter referred to in this article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting

PROCEEDINGS OF DIRECTORS

36. If and so long as there is a sole director the provisions of Articles 13(1) and 11(2) of the Model Articles shall not apply to the Company. Where the number of directors exceeds one, the quorum necessary for the transaction of the business of the directors at a meeting of directors or of a meeting of a committee of directors shall be two directors or such other number as may be fixed in accordance with Article 11(2) of the Model Articles.

37. Any director for the time being absent from the United Kingdom may supply to the Company an address and/or facsimile transmission number or email address whether or not within the United Kingdom to which notices of meetings of the directors may be sent and shall then be entitled to receive at such address or number or email address notice of such meetings.

38 A director shall not be required to hold any shares in the Company.

39. Subject to the provisions of the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office be party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested and may hold any other office or employment with the Company (other than the office of auditor), may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested. For the purposes of this Article 39:

- 39.1 a general notice to the Board 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 persons 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;
- 39.2 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, and
- 39.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force at the date of adoption of these Articles) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 39A. Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in Article 39 and in any of the circumstances set out in Model Articles 14(3) and 14(4).
- 39B. Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.
40. A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone audio-visual link or other form of telecommunications or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting and he shall be entitled to vote and be counted in the quorum accordingly. Such meeting shall be deemed to have taken place where the largest group of those participating is assembled or, if there is no such group, at the office.

BORROWING POWERS

- 41 The directors may exercise all the powers of the Company to borrow money without limit and upon such terms and in such manner as they think fit, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject (in the case of any security convertible into shares) to section 551 of the 2006 Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

DIVIDENDS

42. The payment by the directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it. Any dividend unclaimed after a period of twelve years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company.

CAPITALISATION OF PROFIT

- 43 Model Article 36 shall be read and construed as if it included a reference to any other reserve account of the Company

THE SEAL

44. If the Company has a seal it shall only be used with the authority of the directors or a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director.
45. The Company may exercise the powers conferred by section 49 of the 2006 Act with regard to having an official seal for use abroad.

NOTICES

- 46.1 Any notice 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. Any notice given by or on behalf of any person to the Company may be given by leaving it at or by sending it by post to the office or such other place as the directors may appoint.
- 46 2 (a) 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 24 hours after the envelope containing it was posted.
- (b) Where
- i) a document or information is sent or supplied by electronic means, and
 - ii) the Company is able to show that it was properly addressed,
- it is deemed to have been received by the intended recipient immediately after it was sent.
- (c) Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient -
- i) when the material was first made available on the website, or
 - ii) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- (d) Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by Articles 46 1 and 46 2.
- (e) Subject to any requirements of the 2006 Act only such, documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or

notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

INDEMNITY

47. Subject to and so far as may be permitted by the 2006 Act each director or other officer or auditor of the Company may be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 660 or 661 or section 1157 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss or damage which may be incurred by the Company in the execution of the duties of his office or in relation thereto.
48. Without prejudice to the provisions of Article 47; subject to the 2006 Act the directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees or auditors of the Company, or of any other company which is its holding company or parent undertaking or in which the Company or such holding company or parent undertaking or any of the predecessors of the Company or of such holding company or parent undertaking has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension funding which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this regulation "holding company", "parent undertaking" and "subsidiary undertaking" shall have the same meaning as in the 2006 Act.
49. Model Articles 52 and 53 shall not apply to the Company

SCHEDULE 1
MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY
SHARES
2008 No. 3229
COMPANIES

The Companies (Model Articles) Regulations 2008

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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' meeting

- 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) 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 two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

Termination of director's appointment

18. 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.

- (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:
 - (d) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (e) 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 transmittees' rights

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

Transmittees bound by prior notices

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

DIVIDENDS AND OTHER DISTRIBUTIONS

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 shareholders' 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 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 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),
 - (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
 - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.