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THE COMPANIES ACT 1985 AND THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

INTERMEDIATION GROUP LIMITED



PRELIMINARY

- A. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 do not apply to the company.
- B. In these articles unless the context otherwise requires the following words shall have the following meanings:
- 1 Act: the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
 - 2 Acting in Concert: bears the meaning given to it in The City Code on Takeovers and Mergers and the Rules governing Substantial Acquisitions of Shares published by the Panel on Takeovers and Mergers (as amended from time to time);
 - 3 Articles: reference to article(s) is generally a reference to the articles of the company but if not it will be a reference to an Articles in Table A;
 - 4 Associate:
 - (a) the husband, wife, child (including adopted child and step-child) or other lineal descendant of the relevant person;
 - (b) the trustees of any settlement (whether or not set up by the relevant person) under which only the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary;
 - (c) any nominee or bare trustee for the relevant person or any other Associate of the relevant person; or
 - (d) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988 (as amended from time to time);

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- 5 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;
- 6 Controlling Interest: an interest in Ordinary Shares giving to the holder or holders control of the company within the meaning of section 840 Income and Corporation Taxes Act 1988;
- 7 Director: a director of the company from time to time;
- 8 Executed: includes any mode of execution;
- 9 Group Company: the company and any other company which is a subsidiary of the company;
- 10 Holder: in relation to shares means the member whose name is entered in the register of members as the holder of the shares;
- 11 Interest Rate : the interest rate of 2 per cent over three months Sterling LIBOR calculated daily with six monthly rests;
- 12 Listing : the admission of all or any of the Ordinary Shares to the Official List of the London Stock Exchange Limited or to trading on the Alternative Investment Market of such stock exchange or the admission of the same to, or the grant of permission by any like authority for the same to be traded on, any other recognised investment exchange (as defined in section 207 of the Financial Services Act 1986);
- 13 Market Capitalisation:
- 13.1 if the Realisation Event occurs by virtue of a Listing, the aggregate value of all the Shares the subject of the Listing including any new shares to be paid up by way of capitalisation of reserves but excluding any new shares (being of the same class as the shares the subject of the listing) to be issued by the Company as part of the arrangements relating to the listing ("Offer Shares") such value to be determined by reference to the price per share at which the Offer Shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing after deduction of the commission expenses of the Listing to the extent that the same are payable by the Company;
- 13.2 if the Realisation Event occurs by virtue of a Take-over, the purchase price per Ordinary Share payable on completion of

such Take-over multiplied by the number of Ordinary Shares in issue provided that if any part of the purchase price is payable otherwise than in cash or is cash payable on deferred terms the amount of the purchase price shall be the aggregate of the amount of the purchase price payable in cash (payable on completion of the Take-over) and the Cash Equivalent per Share or, in the case of a sale of assets of the Company, the aggregate Cash Equivalent that will become distributable to the members of the Company;

together in each case with the Cash Equivalent of any amounts payable on deferred terms upon the earlier redemption or purchase by the Company of any Shares.

- 14 Office: the registered office of the company;
- 15 Ordinary Shares: ordinary shares of 10p each in the capital of the company;
- 16 Ordinary Shareholders: the holders for the time being of Ordinary Shares;
- 17 Preference Shareholders : the holders for the time being of Redeemable Preference Shares of £1 each with the rights set out in Article 8;
- 18 Permitted Transfer: a transfer of shares in the company in accordance with Article 6.2;
- 19 Realisation Event : Listing or a Take-over;
- 20 Seal: the common seal of the company.;
- 21 Secretary: 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;
- 22 Subsidiary and Holding Company have the meanings set out in section 736 of the Act;
- 23 Take-over : the acquisition of a Controlling Interest (save through a Permitted Transfer) or the sale or other disposal of the whole or substantially the whole of the undertaking of the Company (whether or not including the sale or other disposal of shares in any other Group Company);
- 24 United Kingdom: Great Britain and Northern Ireland.

- C. Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these articles become binding on the company. Any words or expressions defined in the Act or in the Companies Act 1989 shall (if not inconsistent with the subject or context) bear the same meanings in these articles. Any references in these articles to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.

1. SHARE CAPITAL

- 1.1 The authorised share capital of the company as from 12th December is £3,200,000 divided into 30 million Ordinary Shares from 10p and 200,000 preference shares of £1 each.
- 1.2 The company is a private company. Accordingly, no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for shares in or debentures of the company and the company shall not allot or agree to allot (whether for cash or otherwise) shares in or debentures of the company with a view to all or any of them being offered for sale to the public.
- 1.3 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.
- 1.4 Subject to Article 1.8 hereof, all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.
- 1.5 The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.
- 1.6 In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.
- 1.7 Unless otherwise agreed by ordinary resolution unissued shares shall only be allotted to members in proportion to their existing

shareholdings or in such other proportions between them or to third parties as may be resolved by an ordinary resolution.

- 1.8 The company may by special resolution, whether or not all the shares for the time being authorised have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such number and class as the special resolution prescribes.
- 1.9 Subject to the provisions of the Act; shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles.
- 1.10 The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 1.11 Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

2. SHARE CERTIFICATES

- 2.1 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 2.2 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in

investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

3. LIEN

- 3.1 The company shall have a first and paramount lien on every share (whether or not it is 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 (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The company's lien on a share shall extend to any dividend or other amount payable in respect of it.
- 3.2 The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 3.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 3.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

4. CALLS ON SHARES AND FORFEITURE

- 4.1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether

in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

- 4.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 4.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 4.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 4.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
- 4.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 4.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 4.8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall

include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

- 4.9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 4.10 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 4.11 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

5. TRANSFER OF SHARES

- 5.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 5.2 The Directors may refuse to register a transfer if

- 5.2.1 it is not lodged at the office or such other place as the directors may appoint and is not 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; or
- 5.2.2 it is a transfer to a person whose business is competitive, in the absolute discretion of the Board, with that being carried on by the company or any group company provided that this Article 5.2(d) shall not prohibit any transfer of any share between the holders of B ordinary shares or preference shares; or
- 5.2.3 it is a transfer of a share on which the company has a lien; or
- 5.2.4 it is a transfer of a share to a bankrupt, a minor or a person of unsound mind.
- 5.3 No transfer of shares shall be registered by the directors if as a result of such transfer the company comes under the control of another company within the meaning of paragraph 9 of schedule 28B to the Income and Corporation Taxes Act 1988.
- 5.4 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
- 5.5 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
- 5.6 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 5.7 The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

6. TRANSMISSION OF SHARES

In this Article and in Articles 6 to 8 (inclusive) the following words shall bear the following meanings:

"Acceptance Period" means a period during which an offer made under Article 6.3.5 is open for acceptance;

"Excluded Person" means:

- (a) any ordinary shareholder or other person who has given or is required to give a Transfer Notice under these Articles; and
- (b) an employee of any group company who has given, or been given, notice to terminate his contract of employment with the company or any subsidiary of the company;

"Prescribed Price" means:

- (a) subject to (b) below, the price per sale share specified in the Transfer Notice or (if no price is specified) the price per sale share agreed or determined pursuant to Article 6.3.3 and 6.3.4; or
- (b) where the provisions of Article 6.3.13 apply, the price stipulated in that Article;

"Priority Rights" means the rights of ordinary shareholders to purchase ordinary shares comprised in a Transfer Notice in the priority stipulated in Article 6.3.6;

"Proposing Transferor" means an ordinary shareholder proposing to transfer or dispose of ordinary shares or any interest therein;

"Purchaser" means an ordinary shareholder willing to purchase ordinary shares comprised in a Transfer Notice;

"Sale Shares" means all ordinary shares comprised in a Transfer Notice;

"Transfer Notice" means a written notice served or deemed to be served by a shareholder on the company in accordance with Article 6.3.

6.1 Transfers of Shares – General

- 6.1.1 The directors shall be required (subject only to Article 5.2) to register promptly any duly stamped transfer of shares made in accordance with the provisions of Articles 6 to 8, but shall not register any transfer of shares not complying with the above requirement.

6.2 Permitted Transfers

- 6.2.1 A shareholder shall be permitted to transfer the legal title to and/or beneficial ownership of an ordinary share:

(a) if the shareholder is a company, to any holding company or subsidiary company or to any other subsidiary company of any such shareholder's holding company; or

(b) to a person who is the beneficial owner of an ordinary share or (in the case of the legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner; or

(c) if the shareholder is an individual, to an Associate (provided that the provisions of this Article shall apply to any share so transferred as if it were still held by such transferring shareholder); or

Provided that if any transferee of an ordinary share as permitted by this Article 6.2 ceases to have the relationship with the original shareholder described in paragraphs (a) to (c) of this Article 6.2.1, the transferee shall thereupon re-transfer the shares to the original shareholder (or a permitted transferee thereof pursuant to this Article 6.2).

6.2.2 Whilst any ordinary shares are being transferred or are the subject of a Transfer Notice in accordance with Article 8 no transfers of ordinary shares pursuant to this Article shall be permitted.

6.3 Transfers of Ordinary Shares Subject to Pre-emption rights

6.3.1 Transfer Notice

Prior to any transfer of ordinary shares (save for a Permitted Transfer of ordinary shares), the proposing transferor shall serve a Transfer Notice on the company specifying the number of ordinary shares in question, and the Transfer Notice shall constitute the company his agent for the sale of those ordinary shares at the prescribed price to any ordinary shareholder or ordinary shareholders. Except as provided in this Article, a Transfer Notice once given or deemed to be given shall be irrevocable except with the consent of the directors.

6.3.2 Contents of Transfer Notice

A Transfer Notice:

(a) may specify the prescribed price per ordinary share;

(b) shall, if the proposing transferor has received any offer to purchase shares (being an offer capable of becoming legally binding upon acceptance), within the period of three months prior to service of

the Transfer Notice, give the name of the offeror, the number of shares concerned and the price per share offered; and

(c) may not be given by an excluded person unless required by the directors under Articles 6.3.12 or 6.3.15.

6.3.3 The Price

Forthwith following receipt of a Transfer Notice which does not specify a prescribed price for the sale shares, the directors (other than the proposing transferor, if a director, and other than any director connected with the proposing transferor within the meaning of section 839 Income and Corporation Taxes Act 1988) shall seek to agree the prescribed price with the proposing transferor. In the event that the prescribed price is not agreed within 14 days of receipt of the Transfer Notice by the company, the directors shall request the Auditors (acting as experts and not as arbitrators) to certify the prescribed price.

6.3.4 Terms of Reference for Valuing Shares

The Auditors shall within 14 days of such a request certify to the company the prescribed price, being the value of each ordinary share calculated on the following basis:

(a) by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued ordinary share capital;

(b) by dividing the resultant figure equally between the ordinary shares;

(c) by making such adjustment (if any) as the Auditors certify to be necessary to allow for any rights which may be outstanding under which any person may call for, or be entitled to, the issue of further ordinary shares;

(d) by making no adjustment to reflect any premium or discount arising in relation to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the ordinary shares.

6.3.5 Offer of Sale to Shareholders

The sale shares shall, within 14 days following receipt of the Transfer Notice (or in a case falling within Articles 6.3.3 or 6.3.4, agreement or certification of the prescribed price), be offered by the company to each ordinary shareholder (other than the proposing transferor and any

excluded person) in accordance with the priority rights for purchase at the prescribed price. All offers shall be made by notice in writing and limit a time (being not less than fifteen and not more than twenty-one days) within which the offer must be accepted or, in default, will be deemed to have been declined. A copy of such offers shall at the same time be sent by the company to the proposing transferor.

6.3.6 Priority for Offer of Sale Shares

The company shall offer the sale shares to the other ordinary shareholders on the basis set out in Article 6.3.7.

6.3.7 Sale Shares Offered Pro Rata

If there is more than one holder of ordinary shares to whom an offer is to be made pursuant to the priority rights the ordinary shares on offer shall be offered to such holders in proportion as nearly as may be to their existing holdings of ordinary shares and the directors' decision as to the number of shares which shall be "in proportion as nearly as may be to their existing holdings of ordinary shares" shall be conclusive.

6.3.8 Acceptance

(a) any ordinary shareholder to whom sale shares are offered may accept all or some only of the sale shares offered to him.

(b) Each ordinary shareholder to whom the offer is made (if more than one) shall be invited to indicate whether if they accept the number of sale shares offered pursuant to Article 6.3.5 the ordinary shareholder wishes to purchase any sale shares offered to other ordinary shareholders in the same offer which they decline to accept (such sale shares being referred to as "excess shares") and if so the maximum number of excess shares which they wish to purchase.

6.3.9 Further Offer Where Excess Shares

If there are any excess shares, they shall be allocated between the ordinary shareholders who have indicated that they wish to purchase excess shares. If the number of excess shares available is insufficient, the excess shares shall be allocated between the ordinary shareholders seeking to purchase them as follows:

(a) any ordinary shareholder who has sought to purchase no more than their proportionate entitlement of excess shares (calculated by reference to the proportion of the total holdings of ordinary shares of the ordinary shareholders seeking to purchase excess shares

represented by that ordinary shareholder's holding) shall be allocated all the excess shares sought to be purchased by that shareholder.

(b) any ordinary shareholder or ordinary shareholders who sought to purchase more than their proportionate entitlement shall have the number of excess shares applied for scaled down and (if more than one) in proportion to their respective holdings of ordinary shares.

6.3.10 Completion Timetable and Obligations

(a) Not later than 7 days following the expiration of the acceptance period the company shall give written notice to the proposing transferor stating:

(i) if it is the case, that no ordinary shareholder has sought to purchase any of the sale shares;
or, otherwise

(ii) the number of sale shares which ordinary shareholders have sought to purchase, giving the name and address of each purchaser and the number of sale shares to be purchased by him;

and so that in the event that purchasers have been found in the acceptance period for some only of the sale shares the proposing transferor may within 7 days of service of notice under this Article revoke their Transfer Notice by written notice to the company.

(b) Subject to the provisions of this Article, the purchasers shall be bound to purchase the sale shares allocated to them under the provisions of this Article at the prescribed price.

(c) In the event that the proposing transferor is given notice under this Article (and subject to the proposing transferor not revoking his Transfer Notice in accordance with Article 6.3.10(a) the proposing transferor shall be bound on payment of the prescribed price to transfer the sale shares in question to the respective purchasers. The sale and purchase shall be completed at the registered office of the company during normal business hours on the first business day after the expiry of 14 days from the date of service of the notice under this Article.

(d) If a proposing transferor, after having become bound to transfer any ordinary shares to a purchaser, shall fail to do so, the directors may authorise any person to execute on behalf of and as attorney for the proposing transferor any necessary instrument of transfer and shall register the purchaser as the holder of the ordinary shares. The company's receipt of the purchase money shall be a good discharge to

the purchaser, and the company shall thereafter hold the same on trust for the proposing transferor. After the name of the purchaser has been entered in the Register of Members of the company in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

6.3.11 Share Transfers to Third Parties

The proposing transferor may transfer sale shares to any person or persons in the following circumstances:

- (a) if the company shall fail within the acceptance period to find a purchaser or purchasers for any of the sale shares, the proposing transferor may sell all or any of the sale shares;
- (b) If the company shall within the acceptance period find a purchaser or purchasers for some (but not all) of the sale shares and shall serve notice accordingly under Article 6.3.10(a) the proposing transferor may sell all or any of the sale shares for which no purchaser has been found, but so that if the proposing transferor revokes their Transfer Notice under Article 6.3.10(a) they may sell all (but not some only) of the sale shares.

Paragraphs (a) and (b) above are subject to the following restrictions:

- (i) the sale shares may not be sold after the expiry of three months after the date on which notice is given under Article 6.3.10(a).
- (ii) the sale shares must be sold in a bona fide sale at a price not being less than the prescribed price; the directors may require to be satisfied that the sale shares are being transferred in a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever to the purchaser;
- (iii) if the provisions of Articles 7 or 9 are applicable, the transfer or disposal may only be made if those provisions are complied with:
- (iv) no ordinary shares may be transferred, or disposed of, pursuant to this Article by any person who is an excluded person, unless the directors (including the investors' director) resolve to approve such transfer or disposal.

6.3.12 Transfer on Death or Bankruptcy

A person entitled to an ordinary share or ordinary shares in consequence of the death, bankruptcy, receivership or liquidation of an

ordinary shareholder shall be bound at any time, if called upon in writing to do so by the directors not later than 90 days after the directors receive notice from the person concerned that they have become so entitled, to give a Transfer Notice (without specifying a prescribed price) in respect of all the ordinary shares then registered in the name of the deceased or insolvent ordinary shareholder. Such a Transfer Notice shall not be capable of revocation under the provisions of Article 6.3.10(a). Regulations 29 to 31 of Table A shall take effect accordingly.

6.3.13 Deemed Transfer Notice

If any employee ceases for any cause to be an employee, such employee, shall be deemed to have given a Transfer Notice in respect of all the ordinary shares then registered in his name. Such a Transfer Notice shall not specify a prescribed price and shall not be capable of revocation under the provisions of Article 6.3.10(a). In such circumstances the prescribed price shall be the paid up amount per share.

6.3.14 Excluded Persons – Prior Transfer Notices Withdrawn

If any employee becomes an excluded person the directors may at any time thereafter (but only for so long as they remain an excluded person) by notice in writing to such employee revoke any outstanding Transfer Notice given by such employee or other person prior to that event. These Articles shall thereafter operate as if no such notice had been given, provided that such revocation shall be without prejudice to any sale of the ordinary shares the subject of the Transfer Notice completed prior to such revocation.

6.3.15 Requests for Information

For the purpose of ensuring that a transfer of shares is duly authorised under these Articles or that no circumstances have arisen by reason of which a Transfer Notice may be required to be given, the directors may from time to time require any member or past member or the personal representatives or trustee in bankruptcy, receiver or liquidator of any member or any person named as transferee in any instrument of transfer lodged for registration, to provide to the company such information as the directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the

shares concerned or where a Transfer Notice ought to have been given in respect of any shares the directors may by notice in writing require that the Transfer Notice be given in respect of the shares concerned. Any Transfer Notice required to be given under this Article shall not specify a price per share and shall not be capable of revocation under the provisions of Article 6.3.10(a).

6.3.16 Inaction and Deemed Transfers

In any case where the directors may require a Transfer Notice be given in respect of any ordinary shares, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. Such a deemed Transfer Notice shall not be capable of revocation under Article 6.3.10(a).

6.3.17 Service of Transfer Notices

Any notice required to be given under this Article by the company to an ordinary shareholder or by an ordinary shareholder to the company or otherwise shall be given or served either personally or by sending it by first class post to the registered office of the company or to the registered address of the ordinary shareholder (as the case may be), or, if no registered address within the United Kingdom and has supplied to the company an address within the United Kingdom for the giving of notice, to the address so supplied. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected 48 hours after posting.

6.3.18 Waiver of Pre-Emption Provisions

The restrictions imposed by this article may be waived in relation to any proposed transfer of ordinary shares with the consent of all ordinary shareholders who, but for such waiver, would or might have been entitled to have such shares offered to them in accordance with Article 6.3.5.

7. MANDATORY ACCEPTANCE OF OFFER

- 7.1 In the event that any holder or holders of ordinary shares proposes to sell the legal or beneficial interest in ordinary shares representing either: (i) more than 50 per cent of the issued ordinary shares to a person who is a bona fide purchaser at arms length and (whether or not the provisions of Article 9.1 apply) if such proposing vendors procure

an offer is made by the proposed transferee (or any person or persons acting in concert with it) (the "Offeror") to all of the ordinary shareholders to acquire the entire issued ordinary share capital and that offer complies with the requirements of Article 9.4 (as if such proposed sale were the relevant transaction), the proposed vendors shall have the right (the "Come Along Right") to require all of the ordinary shareholders (the "Called Shareholders") to accept in full the offer procured to be made to them. The pre-emption provisions set out in Article 6 shall not apply to any transfer required to be made hereunder.

- 7.2 The Come Along Right may be exercised by the proposed vendors of ordinary shares serving notice to that effect (the "Come Along Notice") to the Called Shareholders at the same time as, or within 7 days following, the making of the offer.
- 7.3 A Come Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the proposing vendors do not transfer their ordinary shares to the Offeror (or the Offeror's nominee) not later than the date specified as the date for completion of the sale and purchase of the ordinary shares pursuant to acceptances of the offer.
- 7.4 Upon the exercise of the Come Along Right in accordance with this Article 7 each of the Called Shareholders shall be bound to accept the offer made to it in respect of its entire holding of ordinary shares and to comply with the obligations assumed by virtue of such acceptance.
- 7.5 In the event that any Called Shareholder fails to accept the offer made or having accepted such offer fails to complete the sale of any of their ordinary shares pursuant to the offer or otherwise fails to take any action required of it under the terms of the offer, the directors (or any of them) may authorise some person to accept the offer on behalf of the Called Shareholders in question or undertake any action required under the terms of the offer on the part of a Called Shareholder who has accepted the offer. The directors may in particular authorise some person to execute a transfer of any ordinary shares in favour of the Offeror (or its nominee) and the company may give a good receipt for the purchase price of such ordinary shares and may register the Offeror (or its nominee) as holder thereof and issue to it (or as it may direct) certificates for the same whereupon the Offeror (or its nominee) shall be infeasibly entitled thereto. The Called Shareholder shall in such case be bound to deliver up its certificate for its ordinary shares to the company whereupon the Called Shareholder shall be entitled to receive the purchase price for such ordinary shares which shall in the meantime be held by the company on trust for the Called Shareholder

but without interest. After the name of the Offeror (or its nominee) has been entered in the Register of Members of the company in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

8. PREFERENCE SHARES

- 8.1 All of the Preference Shares in issue shall be redeemed at par in full upon the occurrence of a Realisation Event provided that Market Capitalisation at the date of the Realisation Event exceeds the value of the issued share capital by a factor of 1.75.
- 8.2 Subject to the provisions of the Act, upon each date on which all or any of the Preference Shares become due for redemption pursuant to the foregoing provisions of this Article, the Company shall redeem the Preference Shares to be redeemed on the date and the relevant holder of Preference Shares shall deliver to the Company at the place nominated by the Company the certificate for their Preference Shares and upon such delivery and against the receipt of the Preference Shareholder for the redemption monies payable in respect of his Preference Shares the Company shall pay to the Preference Shareholder (or, in the case of joint holders, to the Preference Shareholder whose name stands first in the register of members in respect of such Preference Shares) an amount equal to the paid up amount on each Preference Share together with a sum equal to any interest payable thereon (whether or not the Company has sufficient profits available for distribution to pay the arrears and accruals of any interest payable thereon) calculated upto (and including) the actual date of redemption.
- 8.3 The Company shall in the case of a redemption in full cancel the share certificate of the Preference Shareholder concerned.
- 8.4 If on any due date for redemption of Preference Shares the Company is prohibited by law from redeeming all of the Preference Shares then falling to be redeemed it shall on such date redeem such number of the same as it may then lawfully redeem and shall redeem the balance so soon thereafter as it is not so prohibited and, for so long as such prohibition remains and any such preference Shares as aforesaid have not been redeemed (and notwithstanding any other provisions of these Articles) the Company shall not pay any dividend or otherwise make any distribution of or otherwise decrease its profits available for distribution. If the Company fails to make any partial redemption of Preference Shares on any due date for redemption, then subsequent

redemptions of Preference Shares shall be deemed to be of those Preference Shares which first became due for redemption.

8.5 If the Company fails to redeem any Preference Shares upon the due date for redemption thereof (for whatever reason) then (unless the Preference Shareholders shall agree otherwise) until such time as any holder of the Preference Shares converts some or all of their Preference Shares or (if earlier) the date on which such unredeemed Preference Shares are actually redeemed Interest shall be paid on the nominal value of such unredeemed Preference Shares; and

8.6 The Company shall, so far as it is within its power to do so, procure that the profits of any other Group Company for the time being available for distribution shall be paid by way of dividend if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient Available Profits to make any redemption of Preference Shares required to be made pursuant to this Article.

8.7 Voting

8.7.1 Ordinary Shares shall confer on each holder thereof the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

8.7.2 Preference Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend and speak at all general meetings of the Company but shall not confer any right (in that capacity) to vote thereat unless:

8.7.2.1 at the date of the meeting redemption should have occurred but it has not occurred; or

8.7.2.2 the business of the meeting concerns the winding up the Company or reducing its share capital, or the sale of the undertaking of the Company, or altering the objects of the Company, or varying or abrogating any of the special rights or privileges attached to the Preference Shares;

9. MANDATORY OFFER OF SHAREHOLDING

9.1 No sale or transfer (other than a permitted transfer) of the legal or beneficial interest in any ordinary shares (the "relevant transaction") may be made or validly registered if as a result of such sale or transfer a controlling interest is obtained by a person (or persons acting in

concert) where such person(s) did not have a controlling interest immediately prior to the relevant transaction, unless the proposing transferor shall have procured a written offer complying with the provisions of Article 9.4 to have been made by the proposed transferee (or any person or persons acting in concert with it) to the holders of all the other issued shares to acquire their entire holdings of shares at the specified price.

9.2 For the purpose of this Article 9:

9.2.1 the expression "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment respectively; and

9.2.2 the expression "Specified Price" shall mean a sum in cash per ordinary share equal to the highest price per ordinary share (as applicable) offered or paid by the proposed purchaser in the relevant transaction or any related or previous transaction by the same purchaser or any person acting in concert with the proposed purchaser in the twelve months preceding the date of the offer plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) paid or payable by such purchaser or person acting in concert 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 ordinary shares representing the controlling interest plus an amount equal to any arrears of dividends owing on any ordinary shares.

9.3 The relevant transaction is subject to the pre-emption provisions of Article 6 but the offer to purchase the balance of the issued shares of the company shall not be subject to Article 6.

9.4 The offer referred to in Article 9.1 shall:

9.4.1 be open for acceptance in England for a period of at least 21 days following the making of the offer;

9.4.2 be at the Specific Price;

9.4.3 be on terms that the purchase of any shares in respect of which such offer is accepted shall be completed at the same time as the relevant transaction.

10. ELECTIVE RESOLUTIONS

- 10.1 The Company may subject to authorisation therefore by elective resolution:
- 10.1.1 dispense with the holding of annual general meetings.
 - 10.1.2 dispense with the laying of accounts and reports before the company in general meeting.
 - 10.1.3 dispense with the annual obligation to appoint auditors.
 - 10.1.4 reduce to 90% the requisite majority for agreeing to calling any meeting of the members by shorter notice than the mentioned in sections 369(4) and 378(3) of the Act, and
 - 10.1.5 authorise the directors to allot shares free from any limit in point of time but otherwise subject as hereinbefore mentioned.
- 10.2 execute by signature of any two directors or one of them and the company secretary and deliver any document so as to have the same effect as a Deed and the company need not have a common seal.
- 10.3 prepare publish lay and deliver its accounts without audit but otherwise in accordance with the requirements of the Act so as to give a true and fair view of the financial position of the company in respect of any accounting reference period wherein the turnover does not exceed the figure from time to time prescribed by law as not requiring an audit and shall procure instead an independent accounting report or comply with such other requirements from time to time prescribed by law instead of an audit.

11. ALTERATION OF SHARE CAPITAL

- 11.1 The company may by ordinary resolution-
- (a) increase its share capital by new shares of such amount as the resolution prescribes;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
 - (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish

the amount of its share capital by the amount of the shares so cancelled.

- 11.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 11.3 Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

12. PURCHASE OF OWN SHARES

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

13. GENERAL MEETINGS

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

14. NOTICE OF GENERAL MEETINGS

- 14.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days'

notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed-

(a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

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

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

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

15. PROCEEDINGS AT GENERAL MEETINGS

- 15.1 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 15.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved.
- 15.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

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

of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 15.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 15.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 15.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 15.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 15.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 15.14 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

16. VOTES OF MEMBERS

- 16.1 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative,

not being himself a member entitled to vote shall have one vote and on a poll every member shall have one vote for every share of which he is the holder .

- 16.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 16.3 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy , not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 16.4 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 16.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 16.6 On a poll votes may be given either, personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 16.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)-
“.....Limited
I/We, of, being a member/members of the above-named company, hereby appoint, of, or failing him, of, ,as my/our proxy to vote in

my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 20 , and at any adjournment thereof.

Signed on 20 ."

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

"..... Limited

I/We, of, being a member/members of the above-named company, hereby appoint, or failing him, of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 20 , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows: Resolution No 1 *for *against

Resolution No 2 *for *against.

*Strike out whichever is not desired.

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

Signed this day of20 ."

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

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

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

- 16.10 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the

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

17. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum. If and for so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles.

18. ALTERNATE DIRECTORS

- 18.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 18.2 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, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 18.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed 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.
- 18.4 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.

- 18.5 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.

19. **POWERS OF DIRECTORS**

- 19.1 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 19.2 Without prejudice to the generality of article 70, the Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and 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.
- 19.3 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.

20. **DELEGATION OF DIRECTORS' POWERS**

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

21. **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 21.1 No person shall be appointed a director at any general meeting unless-
(a) he is recommended by the directors; or
(b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would if he were so appointed or reappointed, be required to be included in the company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.
- 21.2 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment as a director. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the company's register of directors.
- 21.3 Subject as aforesaid, the company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 21.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors.

22. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated if-

- 22.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- 22.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 22.3 he is, or may be, suffering from mental disorder and either-
- 22.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or,

in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

22.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

22.4 he resigns his office by notice to the company; or

22.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

23. REMUNERATION OF DIRECTORS

The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

24. DIRECTORS' EXPENSES

The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

25. DIRECTORS' APPOINTMENTS AND INTERESTS

25.1 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit.

25.2 Any appointment of a director to an executive office under article 25.1 shall terminate if he ceases to be a director but without prejudice to any

claim to damages for breach of the contract of service between the director and the company.

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

25.3.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;

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

25.3.3 shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such "transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

25.4 For the purposes of article 25.3:

25.4.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of 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; and

25.4.2 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.

26. **DIRECTORS' GRATUITIES AND PENSIONS**

The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to

hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

27. PROCEEDINGS OF DIRECTORS

- 27.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors.
- 27.2 It shall not be necessary to give notice of a meeting of the directors to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 27.3 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 27.4 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, (subject to the provisions of article 64) if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 27.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the director present may appoint one of their number to be chairman of the meeting.
- 27.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

- 27.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity .
- 27.8 Without prejudice to the first sentence of article 86, a meeting of the Directors or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others simultaneously.
- 27.9 A Director taking part in a conference as described in article 93 shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word "meeting" in these articles shall be construed accordingly.
- 27.10 A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- 27.11 The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 27.12 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

28. SECRETARY

Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

29. **MINUTES**

The directors shall cause minutes to be made in books kept for the purpose-

- 29.1 of all appointments of officers made by the directors; and
- 29.2 of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

30. **THE SEAL**

The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall 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 by a second director.

31. **DIVIDENDS**

- 31.1 Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
- 31.2 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any

loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

- 31.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- 31.4 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 31.5 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 31.6 No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
- 31.7 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

32. ACCOUNTS

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

33. CAPITALISATION OF PROFITS

The directors may with the authority of an ordinary resolution of the company-

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

34. NOTICES

- 34.1 Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.

- 34.2 The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.
- 34.3 A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 34.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 34.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 34.6 A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

35. WINDING UP

If the company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or

different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

36. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against-

- 36.1 any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company; and
- 36.2 all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

37. SINGLE-MEMBER COMPANY

If, and for so long as, the company has only one member, the following provisions shall apply-

- 37.1 one person entitled to vote upon the business to be transacted, being the sole member of the Company or a proxy for that member or (if such member is a corporation) a duly authorised representative of such member, shall be a quorum and article 40 shall be modified accordingly and article 41 shall not have effect;
- 37.2 the sole member of the company (or the proxy or authorised representative of the sole member representing that member at the relative general meeting) shall be the chairman of any general meeting of the Company and article 42 shall be modified accordingly);
- 37.3 a proxy for the sole member of the Company may vote on a show of hands and article 54 shall be modified accordingly; and
- 37.4 all other provisions of these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one member .