

Company Number: 03748660

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MORPETH TOWN V.E. LIMITED

("THE COMPANY")

Adopted by Written Resolution on 21 September 2022



1. PRELIMINARY

- 1.1 The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles (the Model Articles") shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 In the Articles, any reference to a provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Articles 7, 8, 11 to 14 (inclusive), 16, 17, 21, 22, 26(5), 27 to 29 (inclusive), 38, 39, 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.4 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 1.5 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.6 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".
- 1.7 The headings used in the Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of the Articles.
- 1.8 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

1.9 Any proposed amendment of or variation of these Articles or of the Memorandum of Association of the Company will be deemed to be a variation of the rights attached to the "A" Shares and the "B" Shares in the capital of the Company.

1.10 The provisions of Sections 561 (2) and 565 of the Companies Act 2006 will not apply to the Company.

2. SHARE CAPITAL

2.1 The share capital of the Company at the date of adoption of these Articles is 50 "A" Shares of £1 each ("A" Shares) and 50 "B" Ordinary Shares of £1 each ("B" Shares).

2.2 The "A" Shares and the "B" Shares will constitute different classes of shares for the purposes of the Companies Acts but will save as expressly provided in these Articles confer upon the holders thereof the same rights and rank pari passu in all respects save that:-

(a) as regards dividends, the "A" Shares will entitle the holder(s) thereof to participate in all 80% of all dividends declared by the Company and the "B" Shares will entitle the holder(s) thereof to participate in the remaining 20% of all dividends so declared; and

(b) the "B" Shares will entitle the holders thereof to appoint a "B" director to be the Chairman of all meetings of members and directors of the Company held from time to time.

2.3 Unless otherwise agreed in writing by all the members unissued shares in the capital of the Company for the time being will only be allotted on the following basis :

(a) every allotment will be of such numbers of "A" Shares and "B" Shares respectively as will represent the same proportions thereof as the proportions in which the share capital of the Company is divided into "A" Shares and "B" Shares as set out in Article 2.1;

(b) on the occasion of each allotment the "A" Shares and the "B" Shares will be allotted at the same price (not being at a discount) and on the same terms as to date for payment;

(c) no shares of any class will be issued otherwise than to members holding shares of the same class;

(d) the maximum amount of equity securities (as defined by section 560 of the Act) which the directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of pursuant to this Article will be up to an aggregate nominal amount of £100. The authority conferred on the directors by this Article will expire on the day preceding the fifth anniversary of the date of adoption of these Articles.

2.4 Shares may be issued as nil, partly or fully paid.

2.5 The Company may from time to time by special resolution, whether or not all the shares for the time being issued have been fully paid up, increase its share

capital by new shares of such amount as the special resolution prescribes and such shares will be allotted on the basis set out in Article 2.3.

- 2.6 Save as provided in Article 2.3 the directors will have no power to issue unissued shares and will not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.

3. LIEN

- 3.1 The Company has a first and paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable).

- 3.2 The Company's lien over shares:-

- (a) takes priority over any third party's interest in such shares; and
- (b) extends to any dividend or other money payable by the Company in respect of such shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such shares.

- 3.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

3.4

- (a) Subject to the provisions of this Article, if:-

- (i) a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of shares, and
- (ii) the person to whom the lien enforcement notice was sent has failed to comply with it,

the Company may sell those shares in such manner as the directors decide.

- (b) A lien enforcement notice:-

- (i) may only be sent in respect of shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed;
- (ii) must specify the shares concerned;
- (iii) must include a demand for payment of the sum payable within fourteen days;

- (iv) must be addressed either to the holder of such shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise;
 - (v) must state the Company's intention to sell the shares if the notice is not complied with.
- (c) If shares are sold under this Article:-
 - (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:-
 - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - (ii) second, in payment to the persons entitled to the shares at the date of sale but only after the certificate for the shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- (e) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been sold to satisfy the Company's lien on a specified date:-
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (ii) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

4. TRANSFER OF SHARES

- 4.1 Except in the case of a partly paid share when the instrument of transfer thereof will be executed by or on behalf of the transferor and the transferee, the instrument of transfer of any share will be executed by or on behalf of the transferor, and the transferor will be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- 4.2 No transfer of any shares or any interest in any shares will be made by any member unless the following provisions are complied with in respect of such transfer:

- (a) Any member who wishes to transfer shares or any interest in shares other than pursuant to Article 4.2(r) (the "Vendor") will give to the Company notice thereof in writing (the "Transfer Notice"). Subject as mentioned below, a Transfer Notice will constitute the directors of the Company as the Vendor's Agents for the sale of all the shares in the Company held by the Vendor (the "Sale Shares") at a price (the "Sale Price") to be agreed upon by all of the members or failing agreement by a firm of chartered accountants nominated jointly by the members or failing agreement to be appointed by the President for the time being of the Institute of Chartered Accountants of England and Wales (the "Experts") (acting as experts and not as arbitrators) who will certify to be in their opinion the fair value thereof as at the date of the Transfer Notice on the following basis. The fair value of the Sale Shares will be calculated by determining the sum which a willing purchaser would offer to a willing vendor contracting on arm's length terms having regard to all relevant factors including (but without limitation the value of the Company as a whole and the rights enjoyed by shares of the class being sold.)
- (b) The Experts' certificate will be binding upon all parties in the absence of manifest error.
- (c) If the Experts are asked to certify the Sale Price the Company will within 7 days of the issue of the Experts Certificate furnish a copy thereof to the Vendor and the Vendor will be entitled, by notice in writing given to the Company within 28 days of the service upon him of the said copy, to withdraw the Transfer Notice. The cost of obtaining the certificate will be borne by the Vendor. Except as otherwise expressly provided in this Article a Transfer Notice will not be revocable except with the consent of all the A Directors and all of the B Directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all reasonable costs arising therefrom.
- (d) Upon the Sale Price being fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the directors of the Company will forthwith by notice in writing offer to the other members the Sale Shares at the Sale Price pro rata to their existing holdings. Such offer will be open for a period of 28 days from the date of the notice (the "Acceptance Period"). If another member or members will within the Acceptance Period apply for all of the Sale Shares the directors of the Company will allocate the Sale Shares to or amongst those members, in the case of competition, in proportion to their existing holdings of shares in the capital of the Company (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by such applicant).
- (e) If within the Acceptance Period other members (the "Transferees") accept the offer of all the Sale Shares at the Sale Price the directors of the Company will forthwith give notice in writing (the "Acceptance Notice") of such acceptance to the Vendor and will specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares will be completed.

- (f) The Vendor will be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice provided that payment of the Sale Price for the Sale Shares is made to the directors of the Company as agents for the Vendor. If the Vendor, in breach of these Articles, fails to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors of the Company will be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer or transfers of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price the Transferees will be deemed respectively to have obtained a good discharge for such payment and on execution and delivery of the transfers and other documents the Transferees will be entitled to insist upon their respective names being entered in the register of members as the holders by transfer of the Sale Shares. The Company will forthwith pay the price into a separate bank account in the Company's name and will hold such price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings will not be questioned by any person.
- (g) If the offer of the Sale Shares at the Sale Price will not be accepted in whole by other members within the Acceptance Period the directors of the Company will forthwith by notice in writing offer to a company which is either a wholly-owned subsidiary of the other members, a holding company of the other members, or a subsidiary of a holding company of the other members ("Group member") the Sale Shares. Such offer will be open for a period of 28 days from the date of the notice (the "Group Acceptance Period"). If a Group member or members will within the Group Acceptance Period apply for all of the Sale Shares the directors of the Company will allocate the Sale Shares to or amongst those Group members.
- (h) If within the Group Acceptance Period Group members (the "Group Transferees") accept the offer of all the Sale Shares at the Sale Price the directors of the Company will forthwith give notice in writing (the "Group Acceptance Notice") of such acceptance to the Vendor and will specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Group Acceptance Notice) at which the sale of the Sale Shares will be completed.
- (i) The Vendor will be bound to transfer the Sale Shares to the Group Transferees at the time and place specified in the Group Acceptance Notice provided that payment of the Sale Price for the Sale Shares is made to the directors of the Company as agents for the Vendor. If the Vendor will in breach of these Articles fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors of the Company will be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer or transfers of the Sale Shares to the Group Transferees against payment of the Sale Price to the Company. On payment of the Sale Price the Group Transferees will be deemed respectively to have obtained a good

discharge for such payment and on execution and delivery of the transfers and other documents the Group Transferees will be entitled to insist upon their respective names being entered in the register of members as the holders by transfer of the Sale Shares. The Company will forthwith pay the price into a separate bank account in the Company's name and will hold such price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the names of the Group Transferees have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings will not be questioned by any person.

- (j) If the offer of the Sale Shares at the Sale Price will not be accepted in whole by other members or Group members within the Acceptance Period or Group Acceptance Period then the Vendor for a period of 6 months thereafter will be at liberty to transfer all or any of the Sale Shares to any person at such price and on such terms as the Vendor will in its discretion determine provided that in the event such price is less than the Sale Price the Vendor will submit a further Transfer Notice setting out such lower price as the Sale Price (the "Deemed Sale Price") and the provisions of Articles 4.2(a), 4.2(d), 4.2(e), 4.2(f), 4.2(g), 4.2(h) and 4.2(i) will apply mutatis mutandis to provide an opportunity to the Transferees to apply for the Sale Shares on the basis of the Deemed Sale Price provided that the directors of the Company may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser and if not so satisfied may refuse to register the relevant instrument of transfer. Any director of the Company nominated by the Vendor or whose shareholding in the Company comprises the Sale Shares will not be entitled to vote on a resolution considering such sale at a board meeting at which it is proposed.
- (k) Upon transferring the Sale Shares to the Transferees or to a third party in accordance with the provisions of this Article the Vendor will procure that all directors and other officers appointed by it to the board of the Company will resign forthwith.
- (l) Notwithstanding any provisions of this Article the directors may decline to register any transfer of any share on which the Company has a lien.
- (m) if:-
 - (i) any member of the Company attempts to transfer any shares otherwise than in accordance with this Article; or
 - (ii) enters into liquidation (except a members' voluntary liquidation for the purpose of a solvent reconstruction or amalgamation); or
 - (iii) dies; or
 - (iv) suffers an administrative receiver or receiver or trustee in bankruptcy or administrator to be appointed over all or any of its assets; or

- (v) suffers an administration order to be made against it,

such member will be deemed to have given a Transfer Notice in respect of all shares of each class held by such member or by any nominee for it respectively immediately prior to that event.

- (n) In the case of a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of a member holding any A share such member will be deemed to have given a Transfer Notice in respect of all A Shares held by such member or by any nominee for it respectively immediately prior to that event.
- (o) In respect of any:-
 - (i) Transfer Notice deemed to have been given under Articles 4.2(m) or 4.2(n); or
 - (ii) circumstances where a Transfer Notice would have been so deemed to have been given had the member concerned not actually served such a notice

such notice will be deemed to contain a provision that unless all the Sale Shares comprised therein are sold by the Company pursuant to this Article none will be sold and any such provision will be binding on the Company and Article 4.2(c) will not apply in so far as it entitles the Vendor to withdraw the Transfer Notice.

- (p) For the purpose of ensuring that a transfer of shares is duly authorised under these Articles, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given under these Articles, the directors may require any member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after such request, the directors will be entitled to refuse to register the transfer in question or (in the case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. Any director nominated by the Vendor or by a person whose shareholding in the Company comprises the Sale Shares will not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer 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 is proposed. If the directors do so require and the notice is not duly given within one month from the date of its being so required, such notice will be deemed to have been given at the expiration of such period and the provisions of this Article will take effect accordingly.
- (q) Subject to Articles 4.2(p) and 4.2(s) the directors will register any transfer made pursuant to or permitted by the foregoing provisions of this Article, but will refuse to register any other transfer.

- (r) A member may at any time transfer all (but not some) of its shares to any person with the prior written consent of all the other members. A member (an "Original Shareholder") may also at any time transfer all (but not some) of its shares to an associated company (which for these purposes will mean the holding company (as defined by section 1159 of the Companies Act 2006) or a subsidiary (as so defined) or a subsidiary of the holding company) of that member and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Companies Act 2006, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee (a "Permitted Transferee"). If a Permitted Transferee ceases to be an associated company of the Original Shareholder, the Permitted Transferee must, not later than the date seven days after the date on which it so ceases, transfer all (but not some only) of its shares in the Company back to the Original Shareholder or to another associated company of the Original Shareholder (which in either case is not in liquidation), failing which the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.
- (s) The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any joint venture agreement or shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this paragraph 4.2(s), the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

5. GENERAL MEETINGS

- 5.1 The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by the Companies Acts will be exercised by special resolution.
- 5.2 No business will be transacted at any general meeting unless the requisite quorum is present. Three members entitled to vote at the meeting present in person or by proxy (or, in the case of a member being a corporation, by representative) will be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into "A" and "B" Shares one such member will be the holder of an "A" Share and the other two such members shall be the holders of "B" Shares provided that if there is only one member who holds "B" Shares, the quorum will be two members of whom one will be the holder of an "A" Share and the other the holder of a "B" Share. Where all the holders of any such class have waived in writing the quorum requirement as concerns that class then such waiver will be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver.

5.3 If no holder of "A" or of "B" Shares is present within half an hour of the time for which the meeting was convened then that meeting will be adjourned to a time to be agreed by a simple majority of the holders of the "B" Shares not later than one month after the date of the adjourned meeting. If at the adjourned meeting a quorum is not present within fifteen minutes from the time for which the meeting was convened, or if during the meeting a quorum ceases to be present, the meeting will be reconvened on the next day thereafter (excluding statutory holidays, Saturdays and Sundays) at the same place and at the same time and notice of such adjourned meeting will be sent to all members. The quorum for such reconvened meeting will be the same as that for the adjourned meeting.

5.4 Where a meeting is adjourned under Article 5.3 for 10 days or more, not less than 7 days' notice of the adjourned meeting will be given as in the case of an original meeting.

5.5 No resolution of the Company will be passed unless a simple majority of holders of the "B" Shares vote in its favour.

6. APPOINTMENT OF DIRECTORS

6.1 Unless and until otherwise determined by a special resolution of the Company the number of directors shall not be less than two in number.

6.2 For as long as the Company is registered as a body corporate with the General Optical Council (the "GOC") pursuant to section 9 of the Opticians Act 1989, a majority of the directors shall be registered optometrists and/or registered dispensing opticians.

6.3 The holders of the majority of the "A" Shares may from time to time appoint two directors at any one time to hold office by virtue of appointment by holders of "A" Shares under this Article. Such person holding office pursuant to this Article is in these Articles called an "A" Director.

6.4 Each "A" director will hold office subject to Article 10 and may at any time be removed from office by the holders of a majority of the "B" Shares.

6.5 The holders of the majority of the "B" Shares may from time to time appoint three directors (or such higher number of directors as may, from time to time, be required to allow the Company to be registered as a body corporate with the GOC) at any one time to hold office by virtue of appointment by the holders of "B" Shares under this Article. Such person holding office pursuant to this Article is in these Articles called a "B" Director. One of the "B" Directors will act as the Chairman of any meeting of the directors and any general meeting of the Company.

6.6 Each "B" director will hold office subject to Article 10 and may at any time be removed from office by the holders of a majority of the "B" Shares.

6.7 Any such appointment or removal will be made in writing under the hands of the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents and will take effect on and from the date on which notice in writing thereof is lodged at the registered office for the time being of the Company or delivered to the secretary or to a meeting of the directors. On any resolution for the removal of a director each share of

the class by notice from which that director was appointed will notwithstanding any other provisions of these Articles, carry three votes.

6.8 If no A Shares or B Shares remain in issue following a re-designation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the re-designation.

6.9 A director (including an alternate director) will not require any shareholding qualification, but will nevertheless be entitled to notice of and will be entitled to attend and speak at any general meeting.

7. POWERS AND DUTIES OF DIRECTORS

7.1

(a) For the purposes of section 175 of the Companies Act 2006, the members (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the "Interested Director") breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (a "Conflict").

(b) The Interested Director must provide the members with such details as are necessary for the members to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders.

(c) Any authorisation by the members of a Conflict may (whether at the time of giving the authorisation or subsequently):

(i) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

(ii) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

(iii) provide that the Interested Director will or will not be eligible to vote in respect of any future decision of the directors in relation to any resolution related to the Conflict;

(iv) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit;

(v) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- (vi) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

7.2 Where the members authorise a Conflict:

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the members in relation to the Conflict; and
- (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006, provided he acts in accordance with such terms and conditions (if any) as the members impose in respect of their authorisation.

7.3 The members may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

7.4 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the member who appointed him as a director of the Company, or any other member of such members group of companies, and no authorisation under these Articles shall be necessary in respect of any such interest.

7.5 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.

7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the members in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

7.7 Subject to sections 177(5) and 177(6) of the Companies Act 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts.

7.8 Subject to sections 182(5) and 182(6) of the Companies Act 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under Article 7.7.

7.9 Subject, where applicable, to any terms and conditions imposed by the members in accordance with Article 7.1, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be eligible to count in the quorum and to vote for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

8. SECRETARY

8.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

9. ALTERNATE DIRECTORS

9.1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to exercise that director's powers and carry out that director's responsibilities in relation to taking decisions by directors in the absence of the alternate's appointor.

9.2

- (a) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must:-
 - (i) identify the proposed alternate, and
 - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.
- (b) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor.
- (c) Except as the Articles specify otherwise, alternate directors:-
 - (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their appointors;
 - (iv) are not deemed to be agents of or for their appointors.
- (d) A person who is an alternate director:-
 - (i) may be counted for the purposes of determining whether a quorum is present at a directors' meeting (but only if that person's appointor is not present);
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution);
- (e) No alternate may be counted as more than one director for such purposes.
- (f) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
- (g) Model Article 20 is modified by the deletion of the two references to "directors" and their replacement with "directors and/or any alternate directors".
- (h) An alternate director's appointment as an alternate terminates:-
 - (i) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (ii) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director;

- (iii) on the death of his appointor; or
- (iv) when his appointor's appointment as director terminates.

10. DISQUALIFICATION OF DIRECTORS

- 10.1 Article 18 of the Model Articles will be amended by substituting for paragraph (e) thereof the following provision:

(e) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or

and by the addition of the following provision at the end of Article 18 of the Model Articles

(g) he is otherwise duly removed from office.

- 10.2 No director will vacate his office or be ineligible for re-election, nor will any person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

11. PROCEEDINGS OF DIRECTORS

- 11.1 The directors may subject to these Articles meet together for the despatch of business, and adjourn and otherwise regulate their meeting as they think fit. The quorum necessary for the transaction of business at any meeting of the directors or of any committee will comprise two "A" Directors and two "B" Directors, unless at any time there is for whatever reason fewer than two "A" Directors appointed or fewer than two "B" Directors appointed when the quorum will be one "A" Director and one "B" Director, or, in each case, his duly appointed alternate, (or if there are no A Directors appointed, in which case the quorum necessary for the transaction of business at any meeting of the directors or of any committee will comprise two "B" Directors) and Article 11 of the Model Articles will be amended accordingly. For the avoidance of doubt, no meeting of the directors or of any committee of the directors will be deemed to be quorate for the purposes of carrying out any business unless the number of "B" Directors present is at least equal to the number of "A" Directors present. If only one director (or his duly appointed alternate) is present within half an hour of the time fixed for a meeting of the directors of which proper notice has been given, then that meeting will be adjourned to the same place at the same time on the seventh day thereafter. Where such an adjourned meeting of the directors is inquorate due to the absence of any "A" Director(s), the meeting of the directors so adjourned will be deemed to be quorate notwithstanding the absence of any "A" Directors on that occasion. Any director in loud-speaking telephonic communication with a duly convened meeting of directors will be deemed to be present at the meeting and will be counted in the quorum for the transaction of business at such meeting.

- 11.2 Questions arising at any meeting of the directors or of any committee will be decided by a majority of votes of the A Directors and B Directors present

- 11.3 If the number of votes for and against a proposal are equal, the chairman will have a casting vote.

- 11.4 All meetings of the directors and of any committees of the directors will be held in the United Kingdom.

12. CAPITALISATION OF PROFITS

- 12.1 The words "special resolution" will be substituted for the words "ordinary resolution" in Article 36 of the Model Articles provided that on any occasion when shares are allotted and distributed credited as fully paid up pursuant to the provisions of Article 36 of the Model Articles A as amended by this Article the shares allotted to holders of "A" Shares will forthwith on allotment automatically stand converted into "A" Shares and the shares allotted to holders of "B" Shares will forthwith on allotment automatically stand converted into "B" Shares.

13. INDEMNITY AND INSURANCE

- 13.1 Subject to Article 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

- 13.2 Article 13.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

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

- 13.4 In these Articles:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's

duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.