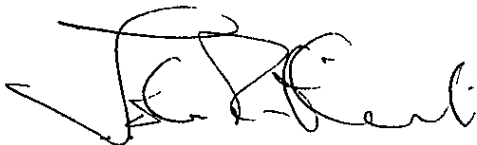


**John Hirst**  
as attorney for and on behalf of  
**Simon Pell**

Date 10 March 2014



**John Hirst**  
as attorney for and on behalf of  
**David Hirst**

Date 10 March 2014

#### NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to a director of the Company or Anna Kerrane, Weightmans LLP, Pall Mall Court, 61-67 King Street, Manchester, M2 4PD,
- **Post** returning the signed copy by post to a director of the Company Anna Kerrane, Weightmans LLP, Pall Mall Court, 61-67 King Street, Manchester, M2 4PD,

If you do not agree with the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Where within 28 days of the circulation of the Resolution insufficient agreement has been received for the Resolution to pass, the Resolution will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date



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Company Number: 04432380

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ARTICLES OF ASSOCIATION

of

CLOTHINGSITES.CO.UK LIMITED

(As amended by Special Resolution passed on

~~18 November 2011~~)

10 March 2014



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Company Number. 04432380

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION OF  
CLOTHINGSITES.CO.UK LIMITED

(Adopted by Special Resolution passed on

~~2011~~  
2014

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions set out in this Article 1.1 apply in these articles

"Act" the Companies Act 2006

"Alternate" has the meaning given in Article 25.1

"Appointor" has the meaning given in Article 25.1

"Authorisation" has the meaning given in Article 17.2

"Authorised Person"

(a) any Director,

(b) the company secretary (if any), or

(c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

"B Shareholder" a person who is a Holder of a B Share

"B Shares" the B Shares of £0.01 each in the capital of the Company having the rights and being subject to the restrictions set out in Article 27

"Balance" the amount that is the difference between the Proceeds and the Threshold Amount

"Capitalised Sum" has the meaning given in Article 46.1.2

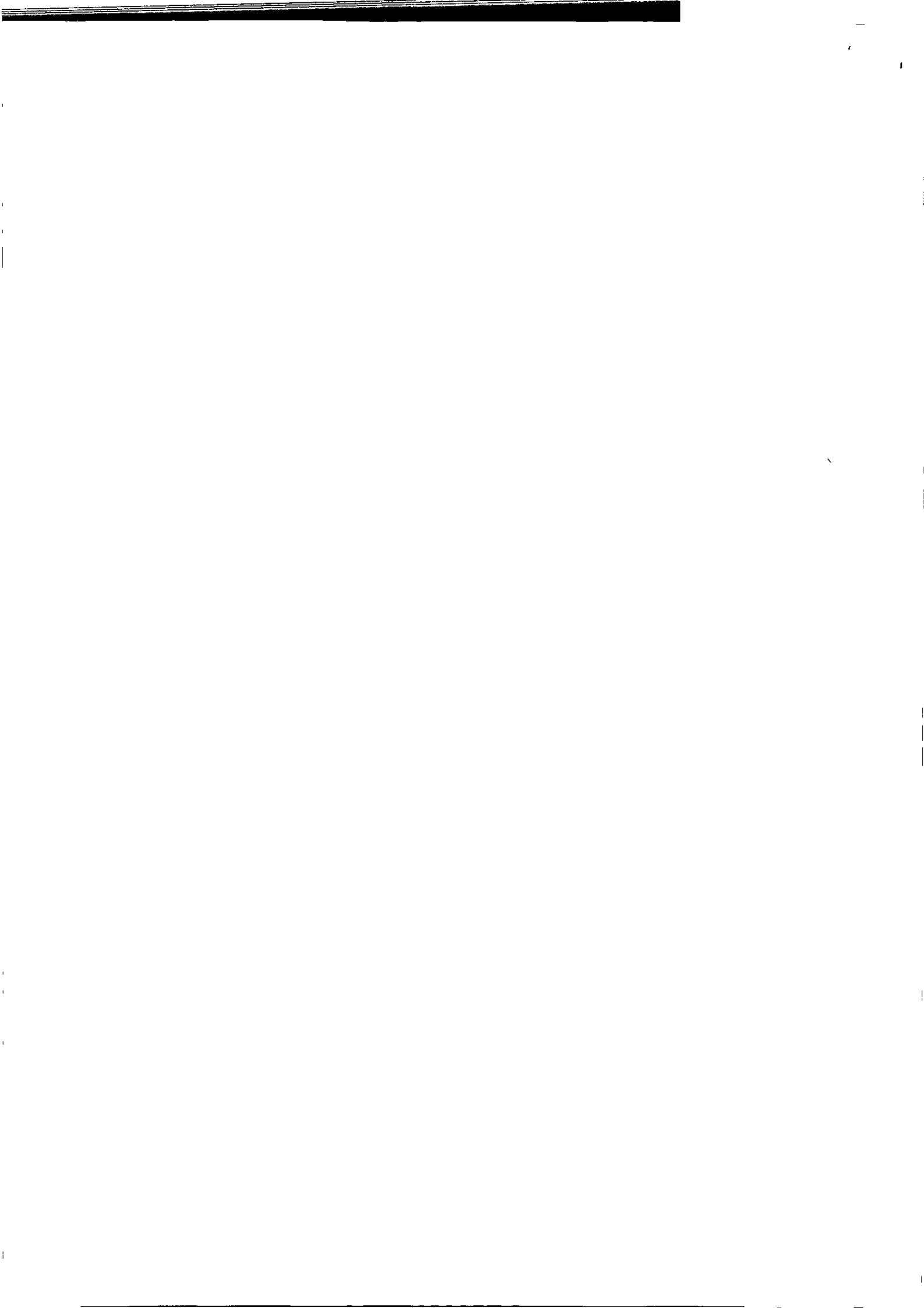
"Chairman" the chairman of the Company from time to time

"Chairman of the Meeting" the person chairing the relevant general meeting in accordance with Article 49

"Company" Clothingsites.co.uk Limited

"Conflict" has the meaning given in Article 17.1

"Conflicted Director" has the meaning given in Article 17.1.



**"Connected Person"** a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010

**"Director"** a director of the Company, including any person occupying the position of director, by whatever name called.

**"Distribution Recipient"** in relation to a Share in respect of which a dividend or other sum is payable:

- (a) the Holder of that Share,
- (b) if that Share has two or more joint Holders, whichever of them is named first in the register of members, or
- (c) if the Holder is no longer entitled to that Share by reason of death or bankruptcy, or otherwise by operation of law, the Transferee

**"Electronic Form"** has the meaning given in section 1168 of the Act.

**"Eligible Directors"** in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors' meeting

**"Exit"** a sale or transfer of the entire issued share capital of the Company

**"Fully Paid"** in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company.

**"Group"**

- (a) the Company
- (b) any Subsidiary, and
- (c) any company of which the Company is a subsidiary from time to time (its holding company) or any other subsidiaries of any such holding company from time to time

**"Group Company"** any member of the Group

**"Hard Copy Form"** has the meaning given in section 1168 of the Act

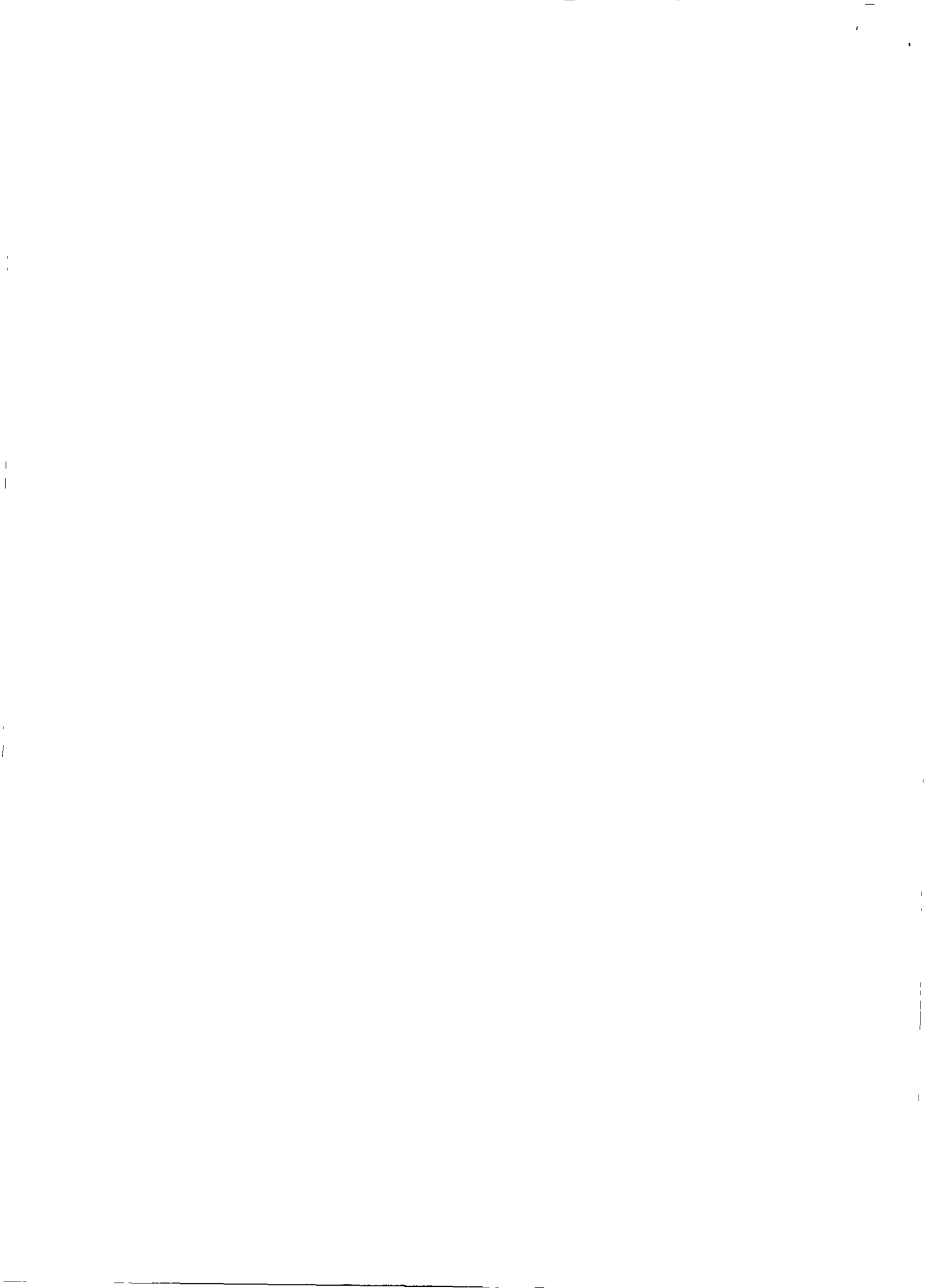
**"Holder"** in relation to a Share, the person whose name is entered in the register of members as the holder of that Share from time to time

**"Interested Director"** has the meaning given in Article 18.1

**"Majority Decision"** a majority decision taken at a Directors' meeting

**"Ordinary Resolution"** has the meaning given in section 282 of the Act

**"Ordinary Shareholder"** a person who is a holder of an Ordinary Share.



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**"Ordinary Shares"** the ordinary shares of ~~£1~~ each in the capital of the Company having the rights and being subject to the restrictions set out in Article 27

**"Paid"** paid or credited as paid

**"Participate"** has the meaning given in Article 12.1 and **"Participating"** shall be construed accordingly.

**"Persons Entitled"** has the meaning given in Article 46.1.2

**"Proceeds"** the consideration received or to be received in cash by the Shareholders on an Exit.

**"Proxy Notice"** has the meaning given in Article 55.1

**"Proxy Notification Address"** has the meaning given in Article 56.1

**"Qualifying Person"**:

- (a) an individual who is a Shareholder,
- (b) a person authorised under section 323 of the Act to act as the representative of a company in relation to the relevant general meeting; or
- (c) a person appointed as proxy of a Shareholder in relation to the relevant general meeting

**"Relevant Director"** any director or former director of any Group Company

**"Relevant Loss"** any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees' share scheme of any Group Company

**"Shareholder"** a person who is the Holder of a Share

**"Shares"** the Ordinary Shares and B Shares in the Company from time to time

**"Special Resolution"** has the meaning given in section 283 of the Act

**"Subsidiary"** any company which is a subsidiary of the Company from time to time

**"Threshold Amount"** £1,000,000

**"Transaction"** has the meaning given in Article 18.1

**"Transfer Form"** an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor

**"Transmittee"** a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

**"Unanimous Decision"** has the meaning given in Article 10.1.

**"Writing"** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1.2 The rules of Interpretation set out in Articles 13 to 18 (Inclusive) apply in these articles

13 A reference to

13.1 a "person" includes a reference to,

1.3.1.1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situate, and

1.3.1.2 that person's legal personal representatives, trustees in bankruptcy and successors;

13.2 "bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

13.3 a "document" includes, unless otherwise specified, any document sent or supplied in Electronic Form, and

13.4 a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.

14 Unless the context otherwise requires

14.1 words denoting the singular shall include the plural and vice versa,

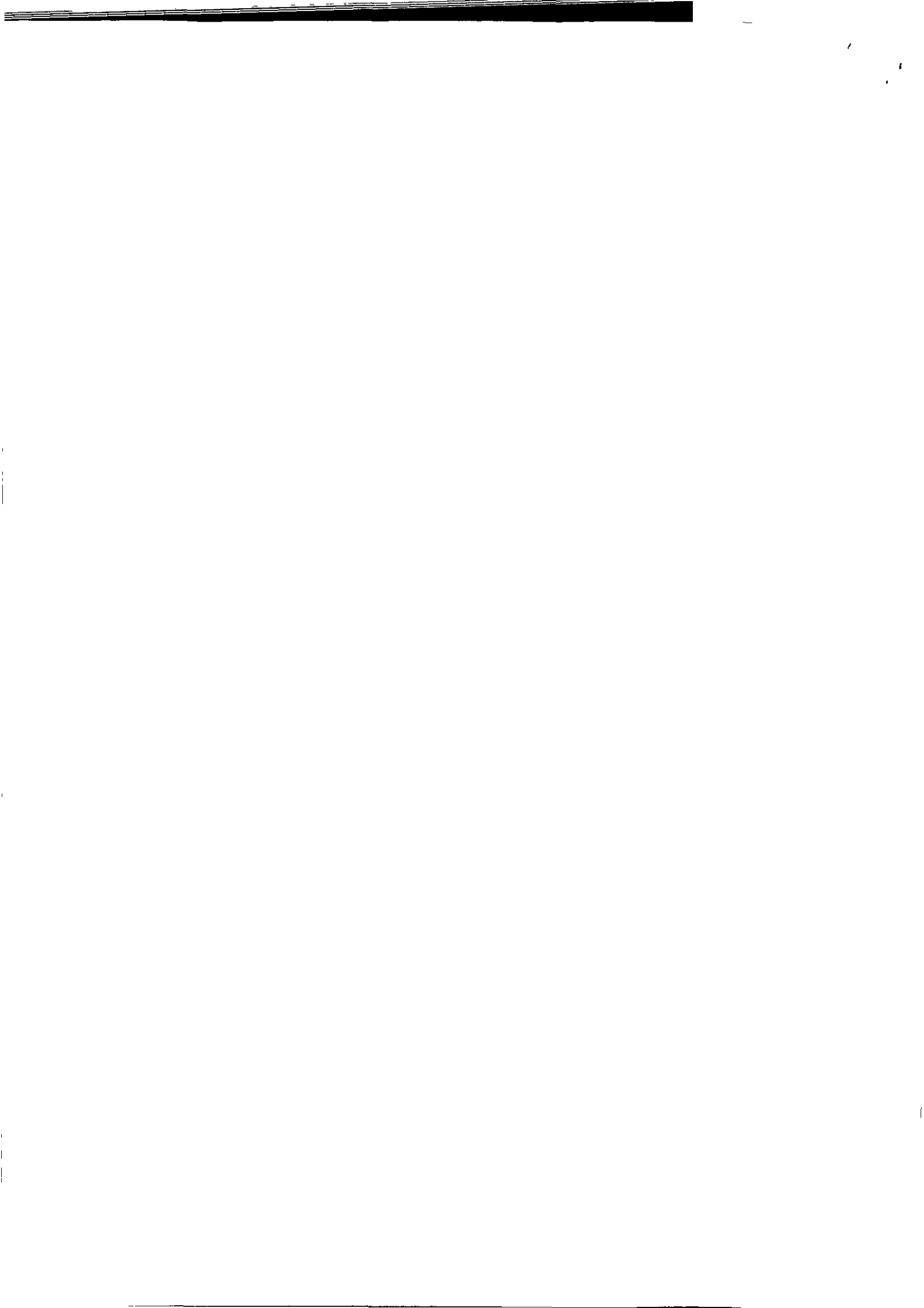
14.2 words denoting a gender shall include all genders; and

14.3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time

15 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of these articles) and any prior or subsequent legislation made under it but this Article 15 shall not operate so as to impose on any person any greater obligation than would otherwise apply

16 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act

1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.



1 8 A reference to an "Article" is to an article of these articles

2 **MODEL ARTICLES SHALL NOT APPLY**

Neither the model articles for private companies limited by shares prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

3 **LIABILITY OF SHAREHOLDERS**

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them from time to time

4 **SHARE CAPITAL**

The share capital of the Company as at the date of adoption of these Articles shall be 1,000 Ordinary Shares and an unlimited number of B Shares

5 **DIRECTORS' GENERAL AUTHORITY**

Subject to the other provisions of these articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

6 **SHAREHOLDERS' RESERVE POWER**

6 1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

6 2 No Special Resolution passed pursuant to Article 6.1 invalidates anything which the Directors have done before the passing of that resolution

7 **DIRECTORS MAY DELEGATE**

7 1 Subject to the other provisions of these articles, the Directors may delegate any of the powers which are conferred on them under these articles

7.1 1 to such person or committee,

7.1 2 by such means (including by power of attorney),

7 1 3 to such an extent,

7 1 4 in relation to such matters or territories; and

7 1 5 on such terms and/or conditions,

as they think fit

7.2 If the Directors so specify, any delegation pursuant to Article 7.1 may authorise further delegation of the Directors' powers by any person to whom they are delegated

7.3 The Directors may at any time revoke any delegation made pursuant to Article 7.1 in whole or part, or alter its terms and/or conditions.

## **8 COMMITTEES OF DIRECTORS**

8.1 Committees to which the Directors delegate any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of these articles which govern the taking of decisions by Directors

8.2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these articles if they are not consistent with them

## **9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

9.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision

9.2 If at any time the Company only has one Director, the general rule in Article 9.1 does not apply and that Director may (until such time as he ceases to be the only Director) take decisions without regard to any of the provisions of these articles relating to Directors' decision-making.

## **10 UNANIMOUS DECISIONS**

10.1 A decision of the Directors is a unanimous decision (a "Unanimous Decision")

10.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter, and

10.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting

10.2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing)

## **11 CALLING A DIRECTORS' MEETING**

11.1 Any Director may call a Directors' meeting by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice

11.2 Notice of any Directors' meeting must indicate:

11.2.1 Its proposed date and time,

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- 11 2 2 where it is to take place, and
- 11 2 3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting
- 11 3 Notice of a Directors' meeting must be given to each Director but need not be in Writing
- 11 4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it

## 12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12 1 Subject to the other provisions of these articles, Directors participate ("Participate") in a Directors' meeting, or part of a Directors' meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other)
- 12 2 If all the Directors Participating in a Directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- 12 3 Subject to Article 12 4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive
- 12 4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum)

## 13 QUORUM FOR DIRECTORS' MEETINGS

- 13 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting
- 13 2 The quorum for Directors' meetings is two unless
  - 13 2.1 there is only one Director (in which case the provisions of Article 9 2 shall apply), or

13 2 2 the purpose of the meeting (or part of the meeting) is to consider the giving of an Authorisation and, by virtue of the provisions of Article 17 2, there is only one Director whose vote would be counted and who would be counted in the quorum at that meeting (or part of that meeting) (in which case that Director alone shall constitute a quorum at that meeting (or part of that meeting))

#### 14 VOTING AT DIRECTORS' MEETINGS

Subject to the other provisions of these articles, each Director Participating in a Directors' meeting has one vote on each proposed resolution

#### 15 CHAIRING OF DIRECTORS' MEETINGS

15 1 The Directors may appoint a Director to be the Chairman

15 2 The Directors may terminate the Chairman's appointment at any time

15 3 If the Chairman is not Participating in a Directors' meeting within 10 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it

#### 16 CHAIRMAN'S CASTING VOTE

16 1 Subject to Article 16 2, if at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) has a casting vote

16 2 The Chairman (or other Director chairing the meeting) shall not have a casting vote if, in accordance with these articles, he is not entitled to vote (or his vote would not be counted) or count in the quorum at the relevant meeting (or part of that meeting)

#### 17 SITUATIONAL CONFLICTS OF INTEREST

17 1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 17, authorise any matter which would, if not authorised, result in a Director (the "Conflicted Director") being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "Conflict")

17 2 Any authorisation given under Article 17 1 (an "Authorisation") (and any subsequent variation or termination of an Authorisation) will only be effective if

17 2 1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other Interested Director), and



17.2.2 the matter was agreed to without the Conflicted Director (or any other Interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.

17.3 The Directors may at any time

17.3.1 make any Authorisation subject to such terms and conditions as they think fit, and

17.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination)

17.4 Unless as a condition of the relevant Authorisation the Directors provide otherwise, a Conflicted Director who has received an Authorisation in relation to a Conflict

17.4.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is participating at that meeting,

17.4.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;

17.4.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party, and

17.4.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict

## 18 TRANSACTIONAL CONFLICTS OF INTEREST

18.1 If a Director (the "Interested Director") is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the "Transaction") he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act

18.2 Subject to the provisions of the Act, Article 18.1 and the terms of any relevant Authorisation, an Interested Director

18.2.1 may be a party to, or otherwise be interested in, the relevant Transaction,

18.2.2 may vote at any Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Transaction (and if he does



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vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

18 2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest

## 19 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every Unanimous Decision and Majority Decision

## 20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the other provisions of these articles, the Directors may make any rule they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors

## 21 METHODS OF APPOINTING DIRECTORS

21 1 Any person who is willing to act as a Director and is permitted by law to do so, may be appointed to be a Director

21 1.1 by Ordinary Resolution; or

21 1 2 by a decision of the Directors

21 2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmittee(s) of the last Shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in Writing to the Company, to appoint a natural person to be a Director

21 3 For the purposes of Article 21 2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder

## 22 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

22 1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,

22 2 a bankruptcy order is made against him,

22 3 a composition is made with his creditors generally in satisfaction of his debts;

- 22 4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 22 5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have, or
- 22.6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms.

## 23 DIRECTORS' REMUNERATION

- 23 1 Any Director may undertake any services for the Company that the Directors decide.
- 23.2 A Director is entitled to such remuneration as the Directors determine.
  - 23.2 1 for his services to the Company as a Director, and
  - 23 2 2 for any other service which he undertakes for the Company
- 23 3 Subject to the other provisions of these articles, a Director's remuneration may
  - 23 3 1 take any form, and
  - 23 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director
- 23 4 Unless the Directors decide otherwise, each Director's remuneration accrues from day to day
- 23 5 Unless the Directors decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other company in which the Company is interested.

## 24 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at

- 24 1 Directors' meetings or meetings of committees of Directors,
- 24 2 general meetings, or
- 24 3 separate meetings of the Holders of any class of Shares or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company.

**25 APPOINTMENT AND REMOVAL OF ALTERNATES**

- 25.1 Any Director (the "Appointor") may appoint as an alternate director (an "Alternate") any other Director, or any other person approved by resolution of the Directors, to
- 25.1.1 exercise the Appointor's powers; and
- 25.1.2 carry out the Appointor's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the Appointor
- 25.2 Any appointment or removal of an Alternate must be effected by notice in Writing to the Company signed by the Appointor or in any other manner approved by the Directors
- 25.3 The notice must.
- 25.3.1 identify the proposed Alternate, and
- 25.3.2 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 the Appointor
- 25.4 A person may act as the Alternate of more than one Director

**26 RIGHTS AND RESPONSIBILITIES OF ALTERNATES**

- 26.1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor
- 26.2 Except as otherwise provided by these articles, an Alternate
- 26.2.1 is deemed for all purposes to be a Director;
- 26.2.2 is liable for his own acts and omissions,
- 26.2.3 is subject to the same restrictions as his Appointor, and
- 26.2.4 is not deemed to be an agent of or for his Appointor.
- 26.3 Subject to the other provisions of these articles, a person who is an Alternate but is not otherwise a Director
- 26.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating),
- 26.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating), and
- 26.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous

Decision and does not himself participate in taking that Unanimous Decision)

- 26.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting
- 26.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who
- 26.5.1 is not Participating in the relevant Directors' meeting, and
- 26.5.2 would have been entitled to vote if that Appointor was Participating in it.
- 26.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company

## 27 SHARES

- 27.1 The Ordinary Shares shall benefit from the rights and be subject to the restrictions as follows.

### Voting:

- 27.1.1 On a show of hands at a general meeting an Ordinary Shareholder who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or proxies, shall have one vote, and
- 27.1.2 On a vote on
- 27.1.2.1 a resolution on a poll taken at a general meeting, or
- 27.1.2.2 a written resolution,
- every Ordinary Shareholder shall have one vote for every Ordinary Share he holds

### Income

- 27.1.3 The Ordinary Shareholders shall be entitled to receive a dividend declared in accordance with Article 36 in proportion to the number of Ordinary Shares held by them on the date any dividend is declared
- 27.2 The B Shares shall benefit from the rights and be subject to the restrictions as follows

### Voting:

- 27.2.1 The B Shareholders shall be entitled to receive notice of all general meetings but shall not by reason of holding any B Shares be entitled to attend or vote at those meetings



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**Income:**

- 27.2 2 The B Shareholders shall not be entitled to any dividends in respect of the B Shares

**28 PROCEEDS OF AN EXIT**

In the event of an Exit the Proceeds shall be applied as follows.

- 28.1 where the Proceeds are equal to or less than the Threshold Amount, in paying to the Ordinary Shareholders the Proceeds in proportion to the nominal value of their Ordinary Shares on the date of the Exit,

- 28.2 where the Proceeds exceed the Threshold Amount

- 28 2 1 first, in paying to the Ordinary Shareholders the Threshold Amount in proportion to the nominal value of their Ordinary Shares on the date of the Exit, and

- 28 2 2 secondly, the Balance shall be distributed amongst the Ordinary Shareholders and the B Shareholders in proportion to the nominal value of their Shares on the date of the Exit but in all other respects as if they held the same class of Shares

**29 TERMINATION OF APPOINTMENT OF ALTERNATES**

An Alternate's appointment as an Alternate terminates:

- 29 1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate,
- 29 2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of that Appointor's appointment as a Director;
- 29 3 on the death of his Appointor, or
- 29 4 when his Appointor's appointment as a Director terminates

**30 ALL SHARES TO BE FULLY PAID UP**

- 30 1 Subject to Article 30 2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
- 30 2 Article 30 1 does not apply to the Shares taken on the formation of the Company by the subscribers to the Company's memorandum

**31 POWERS TO ISSUE DIFFERENT CLASSES OF SHARES**

**31.1** Subject to the other provisions of these articles, but without prejudice to the rights attached to any existing Shares, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution

**31.2** The Company may issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder

**32 AUTHORITY TO ALLOT SHARES**

The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act, to allot Ordinary Shares (up to an aggregate nominal amount of £1,000 (inclusive of the Shares in issue at the Adoption Date) and an unlimited number of B Shares) at any time or times during the period of five years from the Adoption Date and the Directors may, after that period, allot any Shares under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may at any time (subject to section 551 of the Act) be renewed, revoked or varied by Ordinary Resolution

**33 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any Shares on any trust and, except as otherwise required by law or these articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in any Shares other than the Holder's absolute ownership of them and all the rights attaching to them

**34 SHARE CERTIFICATES**

**34.1** The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

**34.2** Every certificate must specify

**34.2.1** in respect of how many Shares, of what class, it is issued,

**34.2.2** the nominal value of those Shares,

**34.2.3** that the Shares are Fully Paid, and

**34.2.4** any distinguishing numbers assigned to them

**34.3** No certificate may be issued in respect of Shares of more than one class

**34.4** If more than one person holds a Share, only one certificate may be issued in respect of it

**34.5** Certificates must

**34.5.1** have affixed to them the Company's common seal, or

**34.5.2** be otherwise executed in accordance with the Act

### **35 REPLACEMENT SHARE CERTIFICATES**

- 35 1 If a certificate issued in respect of a Shareholder's Shares is
- 35 1 1 damaged or defaced, or
  - 35 1 2 said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares
- 35.2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 35 1
- 35 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
  - 35 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
  - 35 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

### **36 SHARE TRANSFERS**

- 36 1 Shares may be transferred by means of a Transfer Form
- 36.2 No fee may be charged for registering any Transfer Form or other document relating to or affecting the title to any Shares
- 36 3 The Company may retain any Transfer Form which is registered
- 36.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it
- 36.5 The Directors may refuse to register the transfer of any Share and if they do so, they must, as soon as practicable and in any event within two months after the date on which the relevant Transfer Form was lodged with the Company, return that Transfer Form to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

### **37 TRANSMISSION OF SHARES**

- 37 1 If title to a Share passes to a Transferee, the Company may only recognise that Transferee as having any title to that Share
- 37 2 A Transferee who produces such evidence of entitlement to Shares as the Directors may properly require

37 2.1 may, subject to the other provisions of these articles, choose either to become the Holder of those Shares or to have them transferred to another person, and

37 2.2 subject to Article 37 3 and the other provisions of these articles and pending any transfer of those Shares to another person, has the same rights as the Holder had

37 3 A Transmittée does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmittée becomes the Holder of those Shares

#### **38 EXERCISE OF TRANSMITTEES' RIGHTS**

38 1 A Transmittée who wishes to become the Holder of any Shares to which he has become entitled must notify the Company in Writing of that wish

38 2 If a Transmittée wishes to have a Share transferred to another person, that Transmittée must execute a Transfer Form in respect of it

38 3 Any transfer made or executed under this Article 38 is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the relevant Share and as if the event which gave rise to the transmission had not occurred

#### **39 TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a Shareholder in respect of any Shares and a Transmittée is entitled to those Shares, that Transmittée is bound by the notice if it was given to that Shareholder before that Transmittée's name has been entered in the register of members as Holder of those Shares

#### **40 PROCEDURE FOR DECLARING DIVIDENDS**

40 1 The Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends.

40.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors

40.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

40 4 Unless

40.4.1 the Shareholders' resolution to declare, or Directors' decision to pay, a dividend; or

40.4.2 the terms on which Shares are issued,

specify otherwise, each dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it

40.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears

40.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

40.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

#### **41 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means

41.1 transfer to a bank or building society account specified by the relevant Distribution Recipient either in Writing or as the Directors may otherwise decide,

41.2 sending a cheque made payable to the relevant Distribution Recipient by post to him at his registered address (if he is a Holder of the Share), or (in any other case) to an address specified by him either in Writing or as the Directors may otherwise decide,

41.3 sending a cheque made payable to such person by post to such person at such address as the relevant Distribution Recipient has specified either in Writing or as the Directors may otherwise decide, or

41.4 any other means of payment as the Directors agree with the relevant Distribution Recipient either in Writing or by such other means as the Directors decide.

#### **42 NO INTEREST ON DISTRIBUTIONS**

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

42.1 the terms on which that Share was issued, or

42.2 the provisions of another agreement between the Holder of that Share and the Company

**43 UNCLAIMED DISTRIBUTIONS**

43 1 All dividends or other sums which are

43.1 1 payable in respect of Shares; and

43 1 2 unclaimed after having been declared or become payable;

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

43 2 The payment of any unclaimed dividend or other sum into a separate account does not make the Company a trustee in respect of it.

43 3 If

43 3 1 12 years have passed from the date on which a dividend or other sum became due for payment, and

43 3 2 the relevant Distribution Recipient has not claimed it,

that Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

**44 NON-CASH DISTRIBUTIONS**

44.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of that Share by transferring non-cash assets of equivalent value (including Shares or other securities in any company)

44 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

44 2 1 fixing the value of any assets,

44 2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and

44 2 3 vesting any assets in trustees

**45 WAIVER OF DISTRIBUTIONS**

Any Distribution Recipient may waive his entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect, but if

45.1 that Share has more than one Holder; or

45 2 more than one person is entitled to that Share (whether by reason of the death or bankruptcy of one or more joint Holders or otherwise),

the notice is not effective unless it is expressed to be given and signed, by all the Holders or persons otherwise entitled to that Share

**46 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

46 1 Subject to the other provisions of these articles, the Directors may, if they are so authorised by an Ordinary Resolution

46 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

46 1.2 appropriate any sum which they decide to capitalise in accordance with Article 46 1 1 (a "Capitalised Sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "Persons Entitled") and in the same proportions.

46 2 Capitalised Sums must be applied

46.2.1 on behalf of the Persons Entitled, and

46 2.2 in the same proportions as a dividend would have been distributed to them

46 3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct

46 4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct

46.5 Subject to the other provisions of these articles, the Directors may

46 5.1 apply Capitalised Sums in accordance with Articles 46 3 and 46 4 partly in one way and partly in another,

46 5 2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 46 (including the issuing of fractional certificates or the making of cash payments), and

46.5.3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 46

**47 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 47 1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting
- 47 2 A person is able to exercise the right to vote at a general meeting when
- 47.2 1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 47 2 2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 47 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 47.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
- 47 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

**48 QUORUM FOR GENERAL MEETINGS**

- 48 1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 48 2 If the Company has only one Shareholder, one Qualifying Person in attendance at a general meeting is a quorum
- 48 3 If the Company has more than one Shareholder, two Qualifying Persons in attendance at a general meeting are a quorum, unless:
- 48 3 1 each is a Qualifying Person only because he is authorised under section 323 of the Act to act as the representative of a company in relation to that meeting and they are representatives of the same company, or
- 48 3 2 each is a Qualifying Person only because he is appointed as proxy of a Shareholder in relation to that meeting and they are proxies of the same Shareholder.

**49 CHAIRING GENERAL MEETINGS**

- 49.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

49 2 If the Directors have not appointed a Chairman or if the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start.

49 2 1 the Directors present, or

49 2.2 (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair that meeting and that appointment must be the first business of that meeting

## **50 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS**

50 1 Directors may attend and speak at general meetings whether or not they are Shareholders

50 2 The Chairman of the Meeting may permit other persons who are not

50.2.1 Shareholders, or

50 2 2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at any general meeting

## **51 ADJOURNMENT OF GENERAL MEETINGS**

51.1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

51 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

51 2 1 that meeting consents to an adjournment; or

51.2 2 It appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner

51.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting

51 4 When adjourning a general meeting, the Chairman of the Meeting must

51 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

51.4.2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting

51 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

51 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and

51 5 2 containing the same information which such notice is required to contain

51 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place

## 52 VOTING AT GENERAL MEETINGS: GENERAL

52 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

52 2 On a vote on a resolution on a show of hands at a general meeting every Shareholder (whether present in person or by one or more proxies or corporate representatives) has one vote

52.3 On a vote on

52 3 1 a resolution on a poll taken at a general meeting, or

52 3 2 a written resolution,

every Shareholder has one vote in respect of each Share held by him.

## 53 ERRORS AND DISPUTES

53.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid

53 2 Any objection pursuant to Article 53 1 must be referred to the Chairman of the Meeting, whose decision is final

## 54 POLL VOTES

54 1 A poll on a resolution may be demanded

54.1 1 in advance of the general meeting where it is to be put to the vote, or

54 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

54 2 A poll may be demanded by

54 2.1 the Chairman of the Meeting,

- 54 2 2 the Directors,
- 54 2 3 two or more persons having the right to vote on the relevant resolution; or
- 54 2 4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the relevant resolution.

54 3 A demand for a poll may be withdrawn if.

- 54 3 1 the poll has not yet been taken, and
- 54 3 2 the Chairman of the Meeting consents to the withdrawal,

but any such withdrawal shall not invalidate the result of a show of hands declared prior to the demand for a poll being made

54.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

## 55 CONTENT OF PROXY NOTICES

55 1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which

- 55 1.1 states the name and address of the Shareholder appointing the proxy,
- 55 1 2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed,
- 55 1 3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
- 55 1 4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates

55 2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes

55 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

55 4 Unless a Proxy Notice indicates otherwise, it must be treated as

- 55 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting, and
- 55 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself

**56 DELIVERY OF PROXY NOTICES**

- 56.1 Any notice of a general meeting must specify the address or addresses (the "Proxy Notification Address") at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form
- 56.2 Subject to Articles 56.3 and 56.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates
- 56.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll
- 56.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered.
- 56.4.1 in accordance with Article 56.2, or
- 56.4.2 at the meeting at which the poll was demanded to the Chairman, company secretary or any Director
- 56.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person
- 56.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address
- 56.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates
- 56.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf

**57 AMENDMENTS TO RESOLUTIONS**

- 57.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if.
- 57.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine), and

- 57.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 57.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
  - 57.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 57.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 57.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution

## **58 MEANS OF COMMUNICATION TO BE USED**

- 58.1 Subject to the other provisions of these articles
  - 58.1.1 anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company,
  - 58.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these articles or the Act to be sent or supplied by the Company to any Shareholder available on a website; and
  - 58.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 58.2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours
- 58.3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company.

## **59 COMPANY SEALS**

- 59.1 Any common seal may only be used by the authority of the Directors.
- 59.2 The Directors may decide by what means and in what form any common seal is to be used

59 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

**60 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder

**61 DIRECTORS' INDEMNITY**

61 1 Subject to Article 61 2, a Relevant Director may be indemnified out of the Company's assets against:

61 1 1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company,

61 1 2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act),

61 1 3 any other liability incurred by him as an officer of any Group Company

61 2 Article 61 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

**62 DIRECTORS' INSURANCE**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss