

Company Number 04533982

WRITTEN RESOLUTION

OF

GIBSON GAMMON RESIDENTIAL LETTINGS LTD (the "Company")

Circulation Date: **1 SEPTEMBER** 2015 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the directors of the Company propose that the following resolution is passed

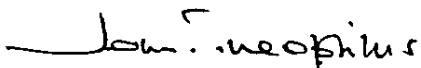
SPECIAL RESOLUTION

Pursuant to Section 21 of the Companies Act 2006 **IT WAS RESOLVED THAT** the Articles of Association of the Company be amended by deleting the current Articles and replacing them in their entirety with the draft attached hereto

AGREEMENT

Please read the notes at the end of this document before indicating your agreement to the Resolution

The Undersigned, being a person entitled to vote on the Resolution on the Circulation Date hereby irrevocably agrees to the Resolution

Signature 

Print Name John Theophilus for and on behalf of
SP & M Group Limited

DATED **1 SEPTEMBER** 2015

WEDNESDAY



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09/09/2015

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COMPANIES HOUSE

Notes

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document within the space provided and return it to the Company
- 2 If you are indicating agreement to the Resolution on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority with your indication of agreement
- 3 Please note that once you have agreed to the Resolution, you may not revoke your agreement

- 4 If you do not agree to the Resolution, you do not have to do anything further you will not be deemed to agree if you fail to reply
- 5 Unless within the period of 28 days beginning with the Circulation Date sufficient agreement has been received for the Resolution to be passed, it will lapse If you therefore agree to the Resolution please ensure that it is received by the Company within 28 days of the Circulation Date

THE COMPANIES ACT 2006

**COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION**

OF

GIBSON GAMMON RESIDENTIAL LETTINGS LIMITED

(ADOPTED BY SPECIAL RESOLUTION PASSED ON 1 SEPTEMBER 2015)

1. PRELIMINARY

- 1 1 The Regulations contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (such regulations hereinafter called "Model Articles") shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company
- 1 2 Regulation 20 of the Model Articles shall be amended by the insertion of the words "including the secretary (if any)" before the words "properly incur"
- 1 3 Regulation 27(3) of the Model Articles shall be amended by the insertion of the words "subject to Article 15 1" after the word "But"
- 1 4 Regulation 29 of the Model Articles shall be amended by the insertion of the words "or in the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Regulation 28(2) after the words "the transmittee's name"

2. DEFINITIONS & INTERPRETATION

- 2 1 In these Articles of Association unless the context otherwise requires -

"the Act"	means the Companies Act 2006,
"the A and B Shareholders"	means all the holders of the A Shares and the B Shares,
"the Applicable Multiplier"	means one point three (1 3) times, or such other multiplier as is agreed in writing between the A and B Shareholders at any time,
"A Director"	means a director appointed by the holders of all the A Shares pursuant to Article 15 2,
"A Shares"	means the A ordinary shares of £0 001 each referred to in Article 3 1 1 in issue from time to time and having the rights and obligations set out in these Articles of Association,
"B Director"	means a director appointed by the holders of all the B Shares pursuant to Article 15 2,
"Board"	means the board of Directors present at a duly convened meeting of the Directors at which a quorum is present,
"B Shares"	means the B ordinary shares of £0 001 each referred to in Article 3 1 2 in issue from time to time and having the rights and obligations set out in these Articles of Association,

"Conflict"	as defined in Article 20 4 ,
"Connected"	means connected within the meaning of section 839 Income and Taxes Act 1988,
"Continuing Members"	means all Members who are not a Transferor,
"C Shares"	means the C ordinary shares of £0 001 each referred to in Article 3 1 3 in issue from time to time and having the rights and obligations set out in these Articles of Association,
"Deceased Member"	means a Member who has died,
"Directors"	means the directors of the Company for the time being,
"Drag Along Option"	as defined in Article 11 1 ,
"Drag Along Notice"	as defined in Article 11 3 ,
"Eligible Director"	means a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any director whose vote is not to be counted in respect of the particular matter),
"Group Company"	any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company from time to time and Group Company shall be construed accordingly
"Initial Offer"	means an offer by the Company to the Continuing Members pursuant to Article 8 3 ,
"Members"	means those persons holding shares in the Company from time to time,
"Nominee Purchaser"	means a person nominated by the Continuing Members pursuant to Article 8 6 and who is willing to purchase some or all of the Transfer Shares at the Prescribed Price,
"Offer Period"	means the period of 30 days from date upon which the Initial Offer or the Subsequent Offer (as the case may be) is made,
"the Offer Price"	as defined in Article 11 2 ,
"Permitted Relation"	means in relation to an individual Member or deceased or former individual Member, the husband or wife or civil partner or the widower or widow or surviving civil partner or the brother(s) or sister(s) of such Member and all the lineal descendants in direct line of such Member and a husband or wife or widower or widow of any of the above persons (but not of the brother(s) or sister(s) referred to above) and for these purposes a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant,
"Prescribed Price"	means the price of the Transfer Shares as determined in

	accordance with Article 8.9,
"PRs"	means the personal representatives of a Deceased Member,
"Relevant Proportions"	means the proportions in which the Continuing Members hold Shares,
"Remaining Members"	as defined in Article 12.1 ,
"Sale Notice"	means a notice in writing from a Member (or other person entitled to transfer a share registered in the name of a Member) to the Company indicating the number and class of the Transfer Shares,
"Selling Members"	as defined in Article 11.1 ,
"Shares"	means shares in the capital of the Company of whatever class,
"Special A Director"	means an A Director designated by all the holders of the A Shares as a special A director pursuant to Article 15.3,
"Special B Director"	means a B Director designated by all the holders of the A Shares as a special B director pursuant to Article 15.3,
"Spouse"	means the spouse or civil partner of a Member,
"Subsequent Offer"	means an offer made by the Company pursuant to Article 8.4 after an Initial Offer has been made,
"Third Party Purchaser"	a bona fide and arm's length party which is not a Member,
"Transferees"	means those Continuing Members who have accepted an Initial Offer and/or a Subsequent Offer to purchase Transfer Shares,
"a Transferor"	means a Member (or other person entitled to transfer a share registered in the name of a Member) who wishes to transfer or otherwise dispose of any legal or beneficial interest in any Shares or who is required or deemed to offer his Shares for transfer under Articles 9.1 , 9.3 or 9.4 ,
"the Transfer Shares"	means the shares which the Transferor wishes to sell, and
"Transmittee"	as defined in the Model Articles

- 2.2 A reference to any statute or statutory provision in these Articles of Association shall be construed as references to that statute or statutory provision as from time to time amended, extended or re-enacted or as their application is modified by any other provisions (whether made before or after the date of these Articles of Association) from time to time
- 2.3 The term "Article" shall be deemed to include a reference to an Article within an Article
- 2.4 Words and phrases used in these Articles the definition of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to

them but excluding any statutory modification thereof not in force on the date of these Articles

- 2 5 In these Articles, words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and references to persons shall be construed so as to include any individual, firm, company, joint venture, association or partnership (whether or not having separate legal personality)
- 2 6 The headings to the Clauses in these Articles of Association are inserted for ease of reference only and shall not affect its interpretation or construction

3. SHARE CAPITAL AND SHARE RIGHTS

- 3 1 At the date of adoption of these Articles the authorised share capital of the Company is £235 25 divided into -

3 1 1 500 A ordinary shares of £0 001 each,

3 1 2 500 B ordinary shares of £0 001 each, and

3 1 3 177 C ordinary Shares of 0 001

- 3 2 The respective rights attached to the Shares shall be as follows -

3 2 1 The Shares shall be separate classes of shares but save as otherwise provided in these Articles they shall rank par passu per share in all respects

3 2 2 As Regards Income

Out of the profits or other sums available for distribution in respect of each financial year or other accounting period of the Company, the holders of each separate class of shares shall be entitled to such equal dividends per share of that class as may from time to time be determined by the Directors,

3 2 3 As Regards Capital

On a return of capital on liquidation or otherwise the assets of the Company available for distribution among the Members (after, for the avoidance of doubt, repayment of any loans due to the Members) shall be paid to the holders of the Shares in proportion to the number of fully paid Shares for the time being respectively held by them Provided That -

3 2 3 1 if one-third of the authorised C Shares are in issue, the holders of the C Shares shall be entitled to 5% of such capital, divided between them in proportion to their respective holdings of C Shares,

3 2 3 2 if two-thirds of the authorised C Shares are in issue, the holders of the A Shares shall be entitled to 10% of such capital, divided between them in proportion to their respective holdings of C Shares,

3 2 3 3 if all of the authorised C Shares are in issue, the holders of the C Shares shall be entitled to 15% of such capital, divided between them in proportion to their respective holdings of C Shares

3 2 4 As Regards Voting

The holders of the A Shares and the B Shares shall have one vote for each Share of which he is the holder but the holders of the C Shares shall be entitled

to notice of and to attend meetings of the shareholders of the Company, but shall not be entitled to vote in such meetings

- 3 3 If any Shares are transferred to an existing holder of Shares, the transferred Shares shall be converted into Shares of the same class as the Shares held by the Transferee immediately before the transfer

4 ALLOTMENT OF SHARES

- 4 1 No Shares may be issued without the prior written consent of the A and B Shareholders

- 4 2 All shares (unless issued pursuant to the exercise of share options approved by all Members in writing) shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined will be offered in the proportion aforesaid to the persons who have within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer

- 4 3 Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, as set out in Article 4 5

- 4 4 In accordance with Section 567 of the Act, Sections 561 and 562 of the Act shall not apply to the Company

- 4 5 Subject to the operation of Articles 4 1 and 4 2 the Directors are generally and unconditionally authorised for the purposes of Sections 549 and 551 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital of the Company at the time of adoption of these Articles at any time or times during the period of 5 years from the date hereof and the Directors may after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period, provided that, in the case of shares not accepted pursuant to any offer contemplated at Article 4 1, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The authority hereby given may at any time (subject to the said Sections 549 and 551 of the Act) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting

5 LIENS, CALLS AND FORFEITURE OF SHARES

- 5 1 The Company shall have a first and paramount lien on every Share whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company for all monies (whether presently payable or not) payable at a fixed time or called in respect of that Share

- 5 2 The Company may sell in such manner as the Directors determine, any Shares which the Company has a lien in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the Share or the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with, the Shares may be sold

- 5 3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be effected by any irregularity in or invalidity of the proceedings in reference to the Sale.
- 5 4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is present and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.
- 5 5 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 5 6 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 5 7 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 5 8 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 5 9 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 5 10 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their Shares.
- 5 11 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

6. TRANSFER OF SHARES - GENERAL

- 6 1 No Member shall dispose of any interest in, or right attaching to, or renounce or assign a right to receive or subscribe for any shares (save as may be required in pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except as permitted by Article 7 or in accordance with Articles 8, 9, 11 or 12.

- 6 2 For the purpose of ensuring that a particular transfer of shares is permitted under these Articles, the Directors may require the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the Directors may think necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a period of 28 days after such request the Directors shall refuse to register the transfer in question. If the Directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.
- 6 3 If any Member transfers his Shares he shall simultaneously -
- 6 3 1 resign from any offices which he holds with the Company and his employment (if any) with the Company and shall terminate any other contractual arrangements (if any) which he has with the Company, in each case confirming (in such form as the Company may require) that he has no claim against the Company in respect of such resignations and terminations,
 - 6 3 2 deliver to the Company any documents or other Company assets which are in his possession, and
 - 6 3 3 be entitled to repayment of all loans he has made to the Company by either -
 - 6 3 3 1 the purchasers of his Shares (to whom he shall assign the benefit of such loans) in the proportions in which they are purchasing them, on completion of such purchases, or
 - 6 3 3 2 the Company, if it purchases his Shares, on completion of the purchase
- 6 4 The Directors shall not refuse to register any transfer of a share which is permitted under these Articles but may decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer of a share on which the Company has a lien. Regulation 26(5) of the Model Articles shall not apply. If the Directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.
- 6 5 If a Member becomes aware of any event which is deemed to give rise to an obligation to serve a transfer notice, he shall forthwith give written notice thereof to the Directors.

7. PERMITTED TRANSFERS

- 7 1 A Member, or the PRs of a Deceased Member, may at any time transfer all or any of the shares held by it/him to any person with the prior written consent of the A and B Shareholders.

8. PRE-EMPTION RIGHTS

- 8 1 Subject to Articles 7, 9, 10, 11 and 12 the right to transfer shares shall be subject to the following restrictions -
- 8 2 A Transferor shall deliver a Sale Notice to the Company specifying that he wishes to sell the Transfer Shares. Such Sale Notice shall be in respect of only one class of share and shall authorise and request the Company to act as his agent for the sale of the Transfer Shares pursuant to the provisions of this Article at the Prescribed Price. A Sale Notice shall not be withdrawn except with the consent of the Directors.

- 8 3 The Company shall within 14 days after a Sale Notice is given (or within 7 days after the ascertainment of the Prescribed Price if later) offer the Transfer Shares to the Continuing Members for purchase at the Prescribed Price in the Relevant Proportions (as nearly as may be and without increasing the number sold to any Continuing Member beyond the number applied for by him) The Initial Offer shall be in writing and shall remain open for acceptance for the Offer Period
- 8 4 The Company shall make a Subsequent Offer to those Continuing Members who previously accepted the Initial Offer in respect of any Transfer Shares not accepted pursuant to the Initial Offer Any Subsequent Offer shall be in writing and shall remain open for acceptance for the Offer Period The Company shall continue to make Subsequent Offers until either all of the Transfer Shares have been accepted or no Member accepts his entitlement under any Initial Offer or Subsequent Offer
- 8 5 If the Company shall during the Offer Period(s) find Transferees who are willing to purchase all of the Transfer Shares, the Company shall give written notice to the Transferor of the name and address of each such Transferee and the number of the Transfer Shares agreed to be purchased by him, whereupon the Transferor shall be bound, upon payment of the Prescribed Price, to transfer to the Transferees the Transfer Shares agreed to be purchased by them respectively The sale and purchase shall be completed at a place and time (being not less than 7 days nor more than 14 days after the expiry of the final Offer Period) to be appointed by the Directors
- 8 6 If pursuant to the operation of Articles 8 3 to 8 5, the Company shall fail to find Transferees for all of the Transfer Shares within the Offer Period then -
- 8 6 1 the A and B Shareholders acting unanimously if the Transfer Shares are C shares,
- 8 6 2 the A Shareholder if the Transfer Shares are B Shares, and
- 8 6 3 the B Shareholder if the Transfer Shares are A Shares,
- shall be at liberty at any time within the period of two months after the expiration of the Offer Period to give written notice to the Transferor and the Company stating the name and address of a Nominee Purchaser and the number of the remaining Transfer Shares which the Nominee Purchaser is willing to purchase and thereupon the sale and purchase of the Transfer Shares shall be completed at a place and time (being not less than 7 days nor more than 14 days after the expiry of the Offer Period) to be appointed by the Directors when the Transfer Shares shall be transferred to the Transferees and/or Nominee Purchaser as the case may be)
- 8 7 If pursuant to the operation of Articles 8 3 to 8 6, the Company shall fail to find Transferees and/or Nominee Purchasers for all of the Transfer Shares within the Offer Period then, subject to due compliance with the relevant provisions of the Act the A and B Shareholders may direct that the Company shall purchase all or any number of the remaining Transfer Shares at the Prescribed Price and shall be at liberty to serve the Transferor with written notice of its intention to do so within not more than seven days after expiration of the final Offer Period, whereupon the sales and purchases of the Transfer Shares or any of them pursuant to the provisions of this Article shall be deferred for a reasonable period so as to enable the Company to comply with the relevant provisions of the Act in connection with its purchase of the relevant number of the Transfer Shares
- 8 8 If the Transferor shall fail to transfer any of the Transfer Share which he has become bound to transfer, the Directors may authorise some person to execute on his behalf a transfer of those Transfer Shares to the Transferees and/or the Nominee Purchaser (as the case may be) or the Company and may receive the purchase money and shall thereupon register the relevant Transferees and/or the Nominee Purchasers (as the case may be) as the holder of those Transfer Shares and issue to him a certificate for

the same (whereupon the said Transferees and/or the Nominee Purchasers (as the case may be) shall become indefeasibly entitled thereto) or cancel the share. The Transferor shall in such case be bound to deliver to the Company his certificate for such Transfer Shares and the Company shall, on delivery of the certificate, pay to the Transferor the purchase money, without interest, and shall issue to him a certificate for the balance of any shares comprised in the certificate so delivered which the Transferor has not become bound to transfer.

- 8 9 The Prescribed Price for the Transfer Shares shall be the lesser of such price as the Transferor paid for the Shares and the price certified by the auditors/accountants for the time being of the Company and failing such request by such independent accountants as the parties shall agree or as may be nominated by the president for the time being of the Institute of Chartered Accountants. The price certified shall be -

8 9 1 subject to Article 8 10, based on a valuation of the Company equal to the aggregate of -

8 9 1 1 the Applicable Multiplier of the average of the Company's pre-tax profits for the last three complete accounting years of the Company prior to service or deemed service of the relevant Sale Notice as shown in its annual accounts most recently filed at Companies House prior to the date of the Sale Notice, and

8 9 1 2 a sum equal to the Company's reserves on the date of expiry of its most recent complete accounting year prior to service or deemed service of the relevant Sale Notice as shown in its annual accounts most recently filed at Companies House prior to the date of the Sale Notice,

8 9 2 on terms that no discount or enhancement shall be applied to the value of the Transfer Shares by reason of the fact that (if such is the case) they represent a minority or majority interest in the Company.

In so certifying, the auditors/accountants shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the Transferor and the Transferees and/or the Nominee Purchasers (as the case may be) and their fees shall be paid by the parties equally unless otherwise agreed in writing between them.

- 8 10 If the Transfer Shares are C Shares the Prescribed Price shall be the sum paid for the relevant C Shares by the Transferor.

- 8 11 If the Company shall not during the Offer Period find Transferees or be notified of Nominee Purchasers willing to purchase all of the Transfer Shares or if, through no default of the Transferor, the purchase of any Transfer Shares shall not be completed within 7 days after the date appointed for the purpose by the Directors, the Transferor may (unless prior to the date of such transfer, notice is served on the Transferor by the A and B Shareholders under Article 8 6) at any time within 120 days after that date transfer the Transfer Shares for which purchasers have not been found to any third party at a price per share not less than the Prescribed Price with the prior written approval of -

8 11 1 the A and B Shareholders, if the Transfer Shares are C Shares,

8 11 2 the holders of all the B Shares, if the Transfer Shares are A Shares, or

8 11 3 the holders of all the A Shares, if the Transfer Shares are B Shares.

- 8 12 The Directors may from time to time require any Member or other person entitled to transfer a share or any person named as the transferee in any transfer lodged for

registration to provide the Company with such information and evidence as the Directors may consider necessary to ensure that any transfer lodged for registration is authorised under this Article or that no circumstances have arisen in which a Sale Notice ought to be given. If such information or evidence shall not be provided to the satisfaction of the Directors within a reasonable time or shall disclose that any such circumstances have arisen the Directors shall be entitled to refuse to register the transfer concerned or (as the case may be) to require by notice in writing that a Sale Notice be given in respect of the shares concerned. If the Directors refuse to register a transfer a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.

8 13 If a Sale Notice is not given within 30 days after being required by the Directors to be given in accordance with the provisions of these Articles, a Sale Notice shall be deemed to have been given at the expiry of such 30 days and the provisions of Articles 8 3 to 8 12 of this Article shall then take effect.

8 14 The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any shares not being a transfer authorised by the provisions of this Article.

8 15 The provisions of this Article shall apply (*mutatis mutandis*) to a renunciation of the allotment of a share by the allottee.

9. TRANSMISSION AND DEEMED TRANSFER OF SHARES

9 1 The shares of a Deceased Member shall be deemed to be the subject of a Sale Notice served pursuant to Article ~~8 2~~ on the date falling 6 months after the date of the Deceased Member's death and the PRs shall forthwith send his/her share certificate in respect of the Transfer Shares to the Company at its registered office and thereafter the provisions of Article ~~8~~ shall apply.

9 2 Regulations 27 to 29 of the Model Articles shall not apply.

9 3 If at any time a Member -

9 3 1 (being an individual) has a bankruptcy order made against him or becomes insolvent or, (being a corporation), notice has been issued to convene a meeting for the purpose of pursuing a resolution to wind up that party or such a resolution has been passed, or legal proceedings have been taken in relation to the winding up or an administration order had been presented against that party or a proposal for a voluntary arrangement to be made in relation to that party under Part I Insolvency Act 1986 has been made, or

9 3 2 becomes a patient within the meaning of the Mental Health Act 1983 or any statutory re-enactment, amendment or modification of it,

that upon the occurrence of such event, the Member shall be deemed to have delivered a Sale Notice to the Company in respect of all the Shares registered in his name in accordance with Article ~~8 2~~ and the provisions of Article ~~8 3~~ shall apply.

9 4 If a Member who is a holder of C Shares and -

9 4 1 a director of the Company ceases to be such a Director for whatever reason, or

9 4 2 an employee of the Company ceases to be such an employee for whatever reason,

then he shall be bound forthwith to give to the Company a Sale Notice of all the Shares registered in his name upon being notified of the obligation to do so by the A and B Shareholders and in default of such Sale Notice being given within one month of such notification then he shall be deemed to have given such notice at the expiration of the said period of one month. All the provisions of Article 8 shall apply to a Sale Notice given pursuant to this Article

9.5 If at any time a Member who is -

9.5.1 an employee or consultant of the Company or any subsidiary of it, is in material breach of the terms of such employment or consultancy which is either irremediable or has not been remedied with 14 days of his being requested by all the other Members to do so, or

9.5.2 a party to an agreement between all the Members and is in material breach of the terms of such an agreement which is either irremediable or has not been remedied with 14 days of his being requested by all the other Members to do so,

then he shall be bound forthwith to give to the Company a Sale Notice of all the Shares registered in his name upon being notified of the obligation to do so by all the other Members and in default of such Sale Notice being given within one month of such cessation then he shall be deemed to have given such notice at the expiration of the said period of one month. All the provisions of Article 8 shall apply to a Sale Notice given pursuant to this Article

10. PROHIBITED TRANSFERS

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any bankrupt or person of unsound mind

11. DRAG ALONG

11.1 If the A and B Shareholders (for the purpose of this Article and Article 12 called the "Selling Members") wish to transfer some or all of their Shares to a Third Party Purchaser which is not Connected with any of the Selling Members they shall have the option (called a "Drag Along Option") to require, in accordance with this Article, all of the other Members (the "Remaining Members") to transfer all their shares (or, in the case of a proposed transfer of some of the Selling Members' Shares, the same proportion of each of the Remaining Members' Shares) ("the Dragged Shares") with full title guarantee to the Third Party Purchaser

11.2 Before the Selling Members shall issue a Drag Along Notice they shall give notice in writing to all of the Remaining Members of the offer to acquire the subject shares. The offer shall specify the Third Party Purchaser, the Shares which it proposes to purchase, and the price which the Third Party Purchaser has indicated it is prepared to offer for the relevant Shares ("the Offer Price")

11.3 The Selling Members may exercise the Drag Along Option by giving notice to that effect (called a "Drag Along Notice") to all the Remaining Members

11.4 A Drag Along Notice shall specify that the Remaining other Members are required to transfer the Dragged Shares pursuant to this Article to the Third Party Purchaser, the Offer Price, the proposed date of transfer and the identity of the Third Party Purchaser

11.5 A Drag Along Notice shall be irrevocable and shall lapse if for any reason the Selling Members shall not sell the relevant Shares to the Third Party Purchaser within 28 days after the date of the Drag Along Notice

- 11 6 The Remaining Members shall be obliged to sell the Dragged Shares at the Offer Price, which shall be divided between the Members as if the payment for the Selling Members' Shares and the Dragged Shares was in aggregate a return of capital under Article 3 3
- 11 7 Completion of the sale of the Remaining Members' Shares shall take place on the same date as the date of completion of the sale of the Selling Members' Shares and the Remaining Members shall be obliged to co-operate in all respects with regard to the sale of the Dragged Shares to the Third Party Purchaser, including the obligation to execute such joint and several warranties and indemnities and several restrictive covenants as are executed by the Selling Members
- 11 8 The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of shares made in accordance with these Articles to the Third Party Purchaser named in a Drag Along Notice
- 11 9 In the event of a sale of Shares pursuant to this Article ~~11~~, the Members shall each execute a contribution agreement which will provide that their liability in respect of any warranty or indemnity arising pursuant to Article ~~11~~ is proportionate to their respective shareholdings as at the date of the sale

12 TAG ALONG

- 12 1 No sale, transfer or other disposition of Shares or of any interest in any Shares shall be permitted except -
- 12 1 1 a transfer in accordance with Articles ~~7~~, ~~8~~ or ~~9~~, or
- 12 1 2 a transfer by the Selling Members to a Third Party Purchaser which is not Connected with those holders of Shares and which has offered to purchase the Dragged Shares in the Company
- 12 2 The offer to be made by the Third Party Purchaser under Article ~~12~~ shall be in writing and capable of acceptance by the Members for not less than 14 days from the date of the offer The offer shall be deemed to have been irrevocably rejected by a Member if that Member shall not accept the offer in accordance with its terms, conditions and provisions and the specified period for acceptance of the offer
- 12 3 The price for each of the Dragged Shares shall be no less than the price per share offered by the Third Party Purchaser for each of the Selling Members' Shares Provided that the total price shall be divided between the Members as if the payment for the Selling Members' Shares and the Dragged Shares was in aggregate a return of capital under Article 3 3
- 12 4 The consideration for the Shares which the Third Party Purchaser shall have offered to purchase from the Members shall be paid within 28 days of the date of the offer and on completion of the sale of their Shares the Remaining Members shall be obliged to co-operate in all respects with regard to the sale of their Shares to the Third Party Purchaser, including the obligation to execute such joint and several warranties and indemnities and several restrictive covenants as are executed by the Selling Members
- 12 5 In the event of a sale of Shares pursuant to this Article ~~12~~, the Members shall each execute a contribution agreement which will provide that their liability in respect of any warranty or indemnity arising pursuant to Article ~~12~~ is proportionate to their respective shareholdings as at the date of such sale

13. PROCEEDINGS AT GENERAL MEETINGS

- 13 1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business The holders of a

majority of the A Shares and the majority of the B Shares shall be a quorum Section 318(2) of the Act shall be amended accordingly

- 13 2 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall be dissolved Regulation 41 of the Model Articles shall not apply
- 13 3 Any written resolution of the Members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

Proxies

- 13 4 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary (if any) thereof or by its duly appointed attorney or duly authorised representative
- 13 5 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll and on a motion to adjourn the meeting
- 13 6 Regulation 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles within 48 hours but not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with the instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 13 7 Regulation 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Regulation

Poll votes

- 13 8 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting and Regulation 44(2) of the Model Articles shall not apply to the Company
- 13 9 Regulation 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Regulation

Nominated persons

- 13 10 A member may send the Company notice in writing that another person is entitled to enjoy or exercise all or any specified rights of that Member in relation to the Company ("a Nomination Notice")
- 13 11 A Nomination Notice must -
- 13 11 1 state whether it related to all the Shares which the Member concerned holds, or only some of them (and, if so, to which Shares it related),
 - 13 11 2 state the name and address of the person nominated,
 - 13 11 3 specify how the Company is to communicate with the person nominated and include any further information which the Company will need in order to use the means of communication specified,

- 13 11 4 specify whether the person nominated is entitled to enjoy or exercise all the member's rights in relation to the Company, and if not, which rights the person nominated is to be entitled to enjoy or exercise,
- 13 11 5 indicate whether the specified rights are to be exercised or enjoyed only by the person nominated, or whether the member giving the notice may also continue to exercise or enjoy them,
- 13 11 6 specify the date from which it is to take effect,
- 13 11 7 specify when it is to cease to have effect, or that it is to have effect until further notice or until the Member concerned ceased to hold the Shares to which it related, and
- 13 11 8 be executed by or on behalf of the Member and the person nominated
- 13 12 If the Company receives a Nomination Notice, the Company must give effect to that notice in accordance with its terms
- 13 13 A Nomination Notice cease to have effect -
 - 13 13 1 in accordance with its terms, or
 - 13 13 2 when the Member concerned, or the person nominated, dies to ceases to exist
- 13 14 The Company must not give effect to a Nomination Notice to the extent that it is expressed to take effect before the date on which it is received by the Company
- 13 15 If the Company received a document which purports to be a Nomination Notice but which does not contain the required information or which is not given in the form prescribed by the Company, the Company -
 - 13 15 1 must not give effect to it, and
 - 13 15 2 must notify the person that it is defective (and in what respect it is defective), and that the Company cannot give effect to it in its present form
- 13 16 If -
 - 13 16 1 a Nomination Notice states that the member in relation to whom it is given may continue to exercise or enjoy the rights specified in it, and
 - 13 16 2 that Member and the person nominated in the notice both seek to exercise such a right in relation to a particular matter, then, unless the effect of what each of them does in relation to that rights would be the same, it is to be treated as not having been exercised by either of them
- 13 17 The Company must keep a record of all Nomination Notices which are in force or have been in force within the preceding 12 months
- 13 18 The Company must provide any Member, on request, with a copy of its records of Nomination Notices given in relation to that Member
- 13 19 The Company must provide any person nominated in a Nomination Notice with a copy of its records of Nomination Notices in which that person is nominated

14. COMMUNICATION BY MEANS OF A WEBSITE

- 14 1 Subject to the provisions of the Act, a document may be sent or supplied by the Company to a person by being made available on a website

15. APPOINTMENT AND REMOVAL OF DIRECTORS

- 15 1 In any case where as a result of the death or bankruptcy, the Company has no Members and no Directors the Transmittee of the last Member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing delivered to the registered office, to appoint a natural person (including a Transmittee who is a natural person, who is willing to act and is permitted to do so), to be a Director and such appointment shall have effect upon delivery Regulation 17(2) of the Model Articles shall not apply to the Company
- 15 2 The holders of the A Shares and the B Shares shall each be entitled to appoint no more than two natural persons to be directors of the Company and at any time to require his removal or replacement provided always that prior written notification of any such appointment or replacement shall be given to the other and no such appointment and/or replacement shall take effect without the consent of the majority of the Board, such consent not to be unreasonably withheld
- 15 3 One A Director may be designated by his appointor(s) as a Special A Director and one B Director may be designator by his appointor(s) as a Special B Director

16. SECRETARY

- 16 1 The Directors may (although not required to do so) appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors

17. PENSIONS

- 17 1 The Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the Directors notwithstanding that he is or may become interested therein

18. PROCEEDINGS OF DIRECTORS

- 18 1 Any director may call a directors' meeting by giving reasonable notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice and Regulation 9(1) of the Model Articles shall not apply to the Company
- 18 2 Subject to Article 18 3, the quorum for the transaction of business at a meeting of Directors is one Special A Director and one Special B Director and Regulation 11(2) of the Model Articles shall not apply to the Company
- 18 3 For the purposes of any meeting (or part of a meeting held pursuant to Article 18 2 to authorise a directors' conflict, if there is only one Eligible Director in office other than

the conflicted Director(s) the quorum for such meeting (or part of a meeting) shall be one Eligible Director

- 18 4 Any director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any persons meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located
- 18 5 The chairman of a meeting of the directors shall not have a second or casting vote, and Article 13(1) of the Model Articles shall not apply to the Company

19. TRANSACTION OR OTHER ARRANGEMENTS WITH THE COMPANY

- 19 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company -

19 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

19 1 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors in respect of such contract or proposed contract in which he is interested,

19 1 3 shall be entitled to vote at a meeting of Directors or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

19 1 4 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,

19 1 5 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

19 1 6 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 525 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment

20 DIRECTORS CONFLICT OF INTEREST

- 20 1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed by them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest ("a Conflict")

- 20 2 Any authorisation under this Article will be effective only if -

20 2 1 the matter in question shall have been proposed by any director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other matter as the Directors may determine

- 20 2 2 any requirement as to the quorum of the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
- 20 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted
- 20 3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently) -
 - 20 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
 - 20 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
 - 20 3 3 be terminated or varied by the directors at any time ,

For the avoidance of doubt this will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation
- 20 4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to -
 - 20 4 1 disclose such information to the Directors or to any Director or other officer or employee of the Company,
 - 20 4 2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence
- 20 5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director -
 - 20 5 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
 - 20 5 2 is not given any documents or other information relating to the Conflict,
 - 20 5 3 may or may not vote (or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 20 6 Where the Directors authorise a Conflict -
 - 20 6 1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and
 - 20 6 2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation
- 20 7 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 Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions

attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

20 8 Regulation 14 of the Model Articles shall not apply to the Company

21. BORROWING POWERS

21 1 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

22. INDEMNITY

22 1 Subject to Article 22 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

22 1 1 each relevant officer 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 (in each case) 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 (or any associated company's) affairs, and

22 1 2 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 22 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

22 2 This article 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

22 3 In this article

22 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

22 3 2 a "relevant officer" means any director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

23. INSURANCE

23 1 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

23 2 In this article

23 2 1 a "relevant officer" means any director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but

excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

23 2 2 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, any associated company or any pension fund or employees' share scheme of the company or associated company, and

23 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

24. LIABILITY

24 1 The liability of the Members is limited