

Precision Oiltools Limited ("the Company")

(Registered number 04992224)

Written Resolutions Pursuant to Section 288 of the Companies Act 2006

Circulation Date: ^{10 August} ~~14~~ 2010

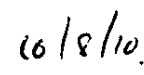
We, the undernoted, being all of the members of the Company hereby agree that the following Resolutions shall have effect as Written Resolutions of the Company in accordance with S288 of the Companies Act 2006 and shall thereby be as valid and effective as if Resolution 1 was passed as an ordinary resolution and Resolution 2 was passed as a special resolution at a General Meeting of the Company duly convened and held -

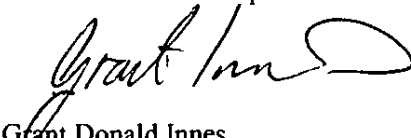
"THAT -

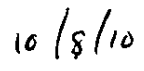
- 1 The 240,000 Non-voting Preference Shares of £1 each in the capital of the Company forming part of the authorised but unissued share capital of the Company be re-classified as 240,000 Ordinary Shares of £1 each, and
- 2 The Articles of Association attached to this written resolution be adopted as the new Articles of Association of the Company in substitution for the Company's existing Articles of Association.

Please read the notes at the end of this document before signifying your agreement to the Resolutions


Ronald Alexander Hepburn

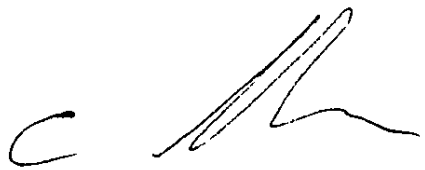

Date


Grant Donald Innes


Date



A32 12/08/2010 489
COMPANIES HOUSE
COMPANIES HOUSE



Craig Alexander Robertson

10/8/10
Date

Eric George Steele

10/8/10
Date

NOTES

- 1 This Resolutions have been sent to all eligible members of which you are one who would have been entitled to vote on the Resolutions on this date Only such eligible members (or persons duly authorised on their behalf) should sign the Resolutions
- 2 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company within 28 days from the Circulation Date
- 3 If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 4 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

NEW ARTICLES OF ASSOCIATION FOR

Precision Oiltools Limited

**(adopted by special resolution of the eligible members of the
company dated 10th August 2010)**

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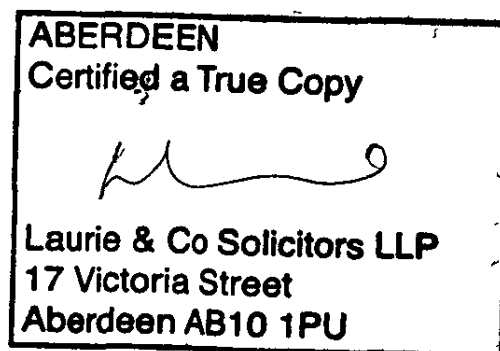
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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

DEFINED TERMS

1.1 In the Articles, unless the context requires otherwise —

"Articles" means the Company's articles of association as the same may be amended from time to time,

"Associate" means in respect of any Shareholder, that Shareholder's, spouse, child (including any step or adopted children), brother, sister, civil partner, mother, father, grandmother, grandfather, aunt or uncle,

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

"chairman" has the meaning given in Article 12,

"chairman of the meeting" has the meaning given in Article 39,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Company,

"Company" means Precision Oiltools Limited,

"Critical Illness" means cancer, stroke, heart attack, heart disease or any other critical illness which in each case prevents a Shareholder from continuing to carry on working or providing services to the Company whether on a full time basis or otherwise,

"Deed of Adherence" has the meaning ascribed to it in terms of the Shareholder Agreement

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called,

"distribution recipient" has the meaning given in Article 31,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"electronic form" has the meaning given in section 1168 of the Companies Act 2006,

"fully paid" in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company,

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006,

"holder" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares,

"holding company" has the meaning given in section 1159 of the Companies Act 2006,

"instrument" means a document in hard copy form,

"Investor Consent" means the prior written consent of Mr Moyes,

"Mr Moyes" means Peter Barnes Moyes residing at Gallowbrae, Torphins, Aberdeenshire, AB31 4HP,

"Mr Robertson" means Craig Alexander Robertson residing at 27 Gordon Terrace, Inverurie, Aberdeenshire, AB51 4GT,

"Ordinary Resolution" has the meaning given in section 282 of the Companies Act 2006,

"paid" means paid or credited as paid,

"participate", in relation to a directors' meeting, has the meaning given in Article 10,

"proxy notice" has the meaning given in Article 45,

"Shareholder" or "member" means a person who is or becomes the holder of Shares,

"Shareholder Agreement" means the Subscription and Shareholders Agreement executed amongst Mr Moyes and others dated 10th August 2010, or any replacement agreement which may be entered into from time to time hereafter with Investor Consent, and which regulates the affairs of the Company as amongst the Shareholders,

"Shares" means shares in the capital of the Company,

"Special Resolution" has the meaning given in section 283 of the Companies Act 2006,

"Subsidiary" has the meaning given in section 1159 of the Companies Act 2006,

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company

- 1 2 No regulations or articles prescribed by regulations under any statute concerning companies shall form part of the Articles of the Company and all such regulations or articles are hereby excluded

LIABILITY OF MEMBERS

- 2 The liability of the members is limited to the amount, if any, unpaid on the Shares held by them

PART 2 DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES

DIRECTORS' GENERAL AUTHORITY

- 3 Subject to the Articles and the Shareholders Agreement, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

SHAREHOLDERS' RESERVE POWER

- 4 (1) The Shareholders may subject to the Shareholders Agreement, by Special Resolution, direct the directors to take, or refrain from taking, specified action
- (2) No such Special Resolution invalidates anything, which the directors have done before the passing of the resolution

DIRECTORS MAY DELEGATE

- 5 (1) Subject to the Articles and the Shareholders Agreement, the directors may delegate any of the powers, which are conferred on them under the Articles —

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

- (2) If the directors so specify, any such delegation may subject to the Shareholders Agreement authorise further delegation of the directors' powers by any person to whom they are delegated
- (3) The directors may subject to the Shareholders Agreement revoke any delegation in whole or part, or alter such delegation's terms and conditions

COMMITTEES

- 6 (1) Committees to which the directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the Articles and/or the Shareholders Agreement which govern the taking of decisions by directors
- (2) The directors may subject to the Shareholders Agreement make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

DIRECTORS TO TAKE DECISIONS BY MAJORITY

- 7 The general rule about decision-making by directors is that, subject to Article 8 any decision of the directors must be the decision of a simple majority

THE COMPANY HAVING ONLY ONE DIRECTOR

- 8 If the Company only has one director, and no provision of the Articles or the Shareholders Agreement requires it to have more than one director the general rule in Article 7 does not apply, and the sole director may, subject to the terms of the Shareholders Agreement, take decisions without regard to any of the provisions of the Articles relating to directors' decision-making

CALLING A DIRECTORS' MEETING

- 9 (1) Any director may subject to the Shareholders Agreement call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice
- (2) Notice of any directors' meeting must indicate —
- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (3) Notice of a directors' meeting must be given to each director and must be in writing. If there is a failure (accidental or otherwise) to give notice of a directors' meeting to Mr Moyes, no business may be transacted at that meeting until Mr Moyes is given notice. Any business transacted at any directors' meeting which is in breach of this Article 9(3) shall be null and void
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

PARTICIPATION IN DIRECTORS' MEETINGS

- 10 (1) Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when —
- (a) the meeting has been called and takes place in accordance with the Articles and to the extent relevant and applicable the Shareholders Agreement, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- (4) Mr Moyes shall, even although he may not be a director of the Company, until such time as Mr Moyes is appointed as a director be entitled in accordance with the Shareholders Agreement to receive notice of and attend and speak at, but not vote at, meetings of the directors

QUORUM FOR DIRECTORS' MEETINGS

- 11 (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (2) The quorum for directors' meetings shall be **three directors** or such other number as the directors may unanimously agree from time to time personally present or via their duly appointed alternates
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision save as set out in Article 11(1)

CHAIRING OF DIRECTORS' MEETINGS

- 12 (1) The directors may appoint a director to chair their meetings. The first chairman shall be Craig Robertson
- (2) The person so appointed for the time being is known as the chairman

CASTING VOTE

- 13 (1) If the numbers of votes for and against a proposal are equal, the chairman has a casting vote
- (2) But this does not apply if, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum or voting purposes

CONFLICTS OF INTEREST

- 14 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director may be counted as participating in the decision-making process for quorum or voting purposes provided that

director has declared the nature of his interest pursuant to the requirements of the Companies Acts

RECORDS OF DECISIONS TO BE KEPT

- 15 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the directors

DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 16 Subject to the Articles and the prior written consent of all the Shareholders, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors and the Shareholders

APPOINTMENT OF DIRECTORS

METHODS OF APPOINTING DIRECTORS AND ALTERNATE DIRECTORS

- 17, (1) Subject to the Shareholders Agreement, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director —
- (a) by Ordinary Resolution, or
 - (b) by a decision of the directors
- (2) In any case where, as a result of death, the Company has no Shareholders and no directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a director
- (3) For the purposes of paragraph (2), where 2 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
- (4) Subject to article 17(4), any director may at any time appoint any person to be his alternate (an 'Alternate Director') and may at any time terminate such appointment
- (5) An Alternate Director may not appoint another individual to be an Alternate Director
- (6) The appointment of an Alternate Director shall determine on the happening of any event which if the Alternate Director were a director would cause that Alternate Director to

vacate such office or if the appointing director concerned (hereinafter called 'his principal') ceases to be a director

- (7) An Alternate Director shall be entitled to receive notice of meetings of directors and to attend and where applicable vote as a director and to be counted in the quorum at any such meeting at which his principal is not personally present and generally at such meetings to perform all functions of his principal as a director. If his principal is for the time being unable to act through ill health or disability an Alternate Director's signature to any resolution in writing shall be as effective as the signature of his principal. An Alternate Director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these articles nor the agent of his principal, but he shall, in the execution of his duties as aforesaid, be subject to the provisions of the articles with regard to directors.
- (8) An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director, but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as Alternate Director.

TERMINATION OF DIRECTORS' APPOINTMENT

18 A person ceases to be a director as soon as —

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

DIRECTORS' REMUNERATION

- 19 (1) Subject to the Shareholders Agreement, directors may undertake any services for the Company that the Shareholders decide
- (2) Subject to the Shareholders Agreement, directors are entitled to such remuneration as the Shareholders shall determine —
- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company
- (3) Subject to the Articles and the Shareholders Agreement, a director's remuneration may—
- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- (4) Unless the Shareholders decide otherwise, directors' remuneration accrues from day to day
- (5) Unless the Shareholders decide otherwise, directors are not accountable to the Company for any remuneration, which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

DIRECTORS' EXPENSES

- 20 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at —
- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company
-

PART 3

SHARES AND DISTRIBUTIONS

ALL SHARES TO BE FULLY PAID UP/DISAPPLICATION OF STATUTORY PRE EMPTION RIGHTS UNDER COMPANIES ACT 2006

- 21 (1) No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- (2) Article 21(1) does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum
- (3) Unless all Shareholders agree otherwise, the provisions of sections 561 and 562 of the Companies Act 2006 **shall apply** with respect to the allotment of equity securities (as defined in section 560 of the Companies Act 2006) by the Company
- (4) No Shares shall be allotted and issued to any person unless a Deed of Adherence has been entered into and delivered to the Company by the allottee of such Shares

POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 22 (1) Subject to the Articles and the Shareholders Agreement, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution
- (2) Subject to the Shareholders Agreement, the Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may subject to the Shareholders Agreement determine the terms, conditions and manner of redemption of any such Shares

COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 23 Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it

SHARE CERTIFICATES

- 24 (1) The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- (2) Every certificate must specify —

- (a) in respect of how many Shares, of what class, it is issued,
 - (b) the nominal value of those Shares,
 - (c) that the Shares are fully paid, and
 - (d) any distinguishing numbers assigned to them
- (3) No certificate may be issued in respect of Shares of more than one class
- (4) If more than one person holds a Share, only one certificate may be issued in respect of it
- (5) Certificates must be executed in accordance with the Companies Acts

REPLACEMENT SHARE CERTIFICATES

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

SHARE TRANSFERS AND PRE EMPTION RIGHTS ON TRANSFER

- 26 (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor. No transfer of Shares shall be registered unless a Deed of Adherence has been entered into and delivered to the Company by the transferee of such Shares

- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- (3) The Company may retain any instrument of transfer, which is registered
- (4) The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it
- (5) Where any member of the Company serves a Transfer Notice (as such expression is defined in Article 26(8)) and subsequently transfers any of his Shares, that member shall also repay to the Company any outstanding loan monies (if any) due by that member to the Company
- (6)
 - (a) Any Share held by a company may at any time be transferred to any other company which is its Subsidiary or its holding company or a Subsidiary of its holding company (an "associated transferee") provided that the associated transferee gives an undertaking to the Company that in the event of such associated transferee ceasing to be an associated transferee it will, before it so ceases, give notice of such event to the Company and transfer such Share together with any other Shares then held by it to a company which is an associated transferee or give a Transfer Notice (as defined in Article 26(8) below) The directors shall be entitled to serve a notice on any member who fails to comply with its obligations under this paragraph and such notice shall take effect as provided in Article 26(14) below
 - (b) In the event of the death of Mr Robertson, the executors of Mr Robertson shall be entitled to transfer to his spouse (provided his spouse has executed a Deed of Adherence agreeing to be bound by the Shareholder Agreement) all the Shares registered in the name of and beneficially owned by Mr Robertson as at the date of his death and it is accepted that the rights of pre-emption contained in this Article 26 shall NOT apply to such transfer In the event of the death of Mr Moyes the executors of Mr Moyes shall be entitled to transfer to his spouse (provided his spouse has executed a Deed of Adherence agreeing to be bound by the Shareholder Agreement) all the Shares registered in the name of and beneficially owned by Mr Moyes as at the date of his death and it is accepted that the rights of pre-emption contained in this Article 26 shall NOT apply to such transfer
- (7) Subject to the provisions of Articles 26(6)(a) 26(6)(b), 26A and 27, **no transfer of a Share shall be permitted except in accordance with the following provisions of this Article 26 and subject to Articles 26(6)(a) and 26(6)(b) which disapply the rights of pre-emption contained in this Article 26 no member shall transfer or agree to transfer any Share to any person unless and until the rights of pre-emption contained in this Article 26 shall have been exhausted** For the purposes of this Article 26 the term, "transfer" includes any form of disposal and the creation of any right or interest whatsoever in favour of any person other than the holder

- (8) A member or other person entitled and proposing to transfer any Share(s) (the "**Selling Member**") shall give notice in writing (the "**Transfer Notice**") to the Company that he desires to transfer the same accompanied by the relevant share certificate. Such notice shall constitute the Company as his agent for the transfer of the Share(s) in the terms of this Article at the Selling Price (as defined in Article 26(9)). The Selling Member may by notice in writing given to the Company within 7 days after communication to him of the fair value (referred to and defined in Article 26(9)) withdraw the Transfer Notice. Save as aforesaid a Transfer Notice once given shall not be capable of being withdrawn.
- (9) For the purposes of this Article 26 (but not for the avoidance of doubt for the purposes of Article 26A) the expression the "**Selling Price**" shall mean the price per Share (if any) specified in the Transfer Notice. If no such price is so specified the accountants of the Company for the time being, acting as experts and not as arbiters, shall state in writing what in their opinion is the fair value of the business of the Company as a going concern and on the basis of an arm's length transaction as between a willing vendor and a willing purchaser (the "**Fair Value**") and the Selling Price per Share shall be the Fair Value divided by all the issued Shares of the Company. The determination of such accountants shall be final and binding on all concerned. The cost of obtaining the certificate of such accountants shall be borne by the Company unless the Selling Member shall have withdrawn the Transfer Notice pursuant to Article 26(8) in which case the Selling Member shall bear the cost. Before giving any such certificate, such accountants shall give both the Selling Member and the directors the opportunity of expressing their views as to the fair value of the business of the Company.
- (10) Within 7 days after a Transfer Notice specifying the Selling Price has been received by the directors or, as the case may be, within 10 days after the Selling Price has been determined in accordance with Article 26(9) or Article 26A (as the case may be) (and provided that the Selling Member shall not have given notice withdrawing the Transfer Notice in pursuance of Article 26(8)), the directors shall inform each member (other than the Selling Member) in writing (the "**Directors' Notice**") giving details of the number of Shares specified in the Transfer Notice (the "**Sale Shares**") and the Selling Price and inviting each such member to apply in writing within 21 days from the date of the Directors' Notice for the purchase of any of such Shares at the Selling Price stating the maximum number thereof which he is prepared to purchase. The Directors' Notice shall give details of the person to whom the Selling Member wishes to transfer the Sale Shares in the event that no purchaser(s) shall have been found pursuant to Articles 26(10) to 26(12). At the expiration of the said period the directors shall allocate the Sale Shares as nearly as circumstances will admit in the following order -
- (i) first, to each applicant for Sale Shares (whichever is the lesser of) the number of Sale Shares for which he has applied and his Pro Rata Entitlement, and
 - (ii) secondly, to each applicant for Sale Shares in excess of his Pro Rata Entitlement, the amount of his excess application, and so that where

there are insufficient Sale Shares to meet all such excess applications in full they shall be met in proportion to the existing holding of Shares of each such applicant, save that no such applicant shall be required or entitled to take more of the Sale Shares than he shall have applied for

Where such allocations would give rise to an entitlement to share fractions, the directors shall make such adjustments as they shall consider reasonable

For the purposes of this Article 26(10) the Pro Rata Entitlement of a member is the proportion which the Shares of which he is holder bears to the total number of Shares in issue EXCLUDING the Sale Shares and any other Shares held by the Selling Member

- (11) Within seven days of the expiry of the 21 day period referred to in Article 26(10) the directors shall give written notice to the Selling Member and to the members who have applied for Sale Shares of the applications and the allocations which have been made under Article 26(10). If the directors shall under the preceding paragraphs of this Article have found members willing to purchase some or all of the Sale Shares, the Selling Member shall be bound on receipt of the Selling Price per Share to transfer the Sale Shares specified in the Transfer Notice (or such of the same for which the directors shall have found purchasers) to the purchasers specified by the directors in accordance with this Article 26(11). The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the directors when against payment of the Selling Price per Share (and subject to the transfers being re-presented duly stamped) the purchaser(s) shall be registered as the holder(s) of the relevant Shares in the Register of Members and share certificate(s) in the name(s) of such purchaser(s) and in respect of the relevant Shares shall be delivered
- (12) If the Selling Member after having become bound to transfer any Sale Shares to a purchaser makes default in so doing the directors shall authorise some person to execute any necessary transfers of the Sale Shares in favour of the purchaser(s) and shall enter the name(s) of the purchaser(s) in the Register of Members as the holder(s) of such of the Sale Shares as shall have been transferred to them as aforesaid. The Company shall receive the purchase money on behalf of the Selling Member but shall not be bound to earn or pay interest thereon. The receipt of the Company for the purchase money shall be a good discharge to any purchaser who shall not be bound to see the application thereof, and after the name of the purchaser has been entered in the Register of Members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person
- (13) If by the end of the applicable period specified in Article 26(11) the directors shall not have found purchasers for all the Sale Shares pursuant to this Article, the Selling Member shall (subject to Articles 26A(1) or 26A(2)) be at liberty to transfer the Sale Shares for which no purchasers shall have been found at any time within the following two months to any person or persons and at any price (such price not being less than the Selling Price per share) provided that the directors shall require to be

satisfied that such Shares are being transferred in pursuance of a bona fide sale for a consideration not being less than the Selling Price per Share without any deduction rebate or allowance whatsoever to the purchaser and if not so satisfied the transfer shall not be permitted

- (14) For the purpose of ensuring that Shares are not transferred save in accordance with the provisions of this Article or Articles 26A(1) or 26A(2) (as the case may be) the directors may at any time require any member or any person named as transferor or transferee under any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time (not exceeding thirty days) after such request the directors shall refuse to register the transfer in question or (as the case may be) shall serve notice on such member, transferor or transferee named in such transfer requiring such person or persons to sell the Shares held by him or them in accordance with the provisions of this Article, and upon the service of such notice (or any notice served by the directors under Article 26(6)) such person or persons shall be deemed to have served a Transfer Notice on the Company and to have become bound to transfer the shares at the fair value thereof and all the provisions of this Article shall, mutatis mutandis, apply and take effect save that the provisions permitting withdrawal of a Transfer Notice as referred to in Article 26(8) shall not apply

EVENTS OF DEFAULT – GOOD LEAVER AND BAD LEAVER PROVISIONS

- 26A (1) If any Shareholder (a **"Defaulting Shareholder"**) is deemed to be a Bad Leaver (as defined in Article 26A(3)) then (i) the Defaulting Shareholder shall not be permitted or eligible to vote at any meetings or in respect of any resolutions of the members of the Company and (ii) the other Shareholders who are not Bad Leavers (the **"Non Defaulting Shareholders"**) shall require the Defaulting Shareholder and his Associate(s) holding Shares to sell all (but not part only) of the Shares collectively held or beneficially owned by the Defaulting Shareholder and his Associate(s) by delivering written notice (a **"Compulsory Transfer Notice"**) to the Defaulting Shareholder (with a copy to the Company). Upon receipt of a Compulsory Transfer Notice the Defaulting Shareholder shall in addition be required to forthwith (i) resign from any office he holds in the Company and any Subsidiary and (ii) repay in full all monies due by that Defaulting Shareholder to the Company and/or any Subsidiary (together with all interest (if any) accrued thereon). On receipt of a Compulsory Transfer Notice the Defaulting Shareholder and his Associate(s) holding Shares shall in addition be deemed to have given a Transfer Notice (as defined in the Article 26(8)) whereupon subject to the provisions of this Article 26A the transfer procedure as detailed in the Article 26 10 - 26 14 (inclusive) shall be followed **with the exception that** (a) the selling price for the Shares will be determined by Article 26A(7) and (b) **any Shares which are not acquired by the Non Defaulting Shareholders shall be offered to the Company in accordance with Article 26A(9) before they may be transferred or sold to any other person not being a Shareholder. Any Shares so transferred shall be deemed to be sold by the Defaulting Shareholder and his**

Associate(s) as beneficial owner with effect from the date of such transfer free from any liens, charge or encumbrance with all rights attaching thereto

- (2) If any Shareholder (a "**Defaulting Shareholder**") is deemed to be a Good Leaver (as defined in Article 26A(4)) then the other Shareholders (the "**Non Defaulting Shareholders**") shall **not** require the Defaulting Shareholder and his Associate(s) holding Shares to sell all or any of the Shares collectively held or beneficially owned by the Defaulting Shareholder and his Associate(s). The Defaulting Shareholder shall however be required to forthwith (i) resign from any office he holds in the Company and/or any Subsidiary and (ii) repay in full all monies due by that Defaulting Shareholder to the Company and/or the Subsidiary (together with all interest (if any) accrued thereon). If the Defaulting Shareholder does wish to sell all (but not part only) of his holding of Shares he and any Associates holding Shares shall require to serve a Transfer Notice (as defined in the Article 26(8)) whereupon subject to the provisions of this Article 26A the transfer procedure as detailed in the Articles 26 10 – 26 14 (inclusive) shall be followed **with the exception** that (a) the selling price for the Shares will be determined by Article 26A(8) and (b) any Shares which are **not** acquired by the Non Defaulting Shareholders **shall be offered** to the Company in accordance with Article 26A(9) before they may be transferred or sold to any other person not being a Shareholder. Any Shares so transferred shall be deemed to be sold by the Defaulting Shareholder and his Associate(s) as beneficial owner with effect from the date of such transfer free from any liens, charge or encumbrance with all rights attaching thereto. The Non Defaulting Shareholders shall be required to procure the repayment by the Company to the Defaulting Shareholder of all loans (if any) advanced to the Company by that Defaulting Shareholder which are unpaid and all other monies due by the Company to that Defaulting Shareholder and any indebtedness of the Company to the Defaulting Shareholder's Associates.
- (3) For the purpose of Article 26A(1) a Shareholder **shall be deemed to be a Bad Leaver** upon the occurrence of any one or more of the following events in respect of that Shareholder
- (a) any distress, execution, sequestration or ~~other~~ process (other than a diligence on the dependence of an action) being levied or enforced upon or sued against the property of any Shareholder, or
 - (b) the inability of any Shareholder to pay his debts in the normal course of business as they fall due, or
 - (c) any Shareholder being declared bankrupt or executing a trust deed for the benefit of his creditors or making any arrangement or composition with his creditors generally, or
 - (d) the default by any Shareholder of any material contractual obligation of that Shareholder to the Company necessary for the Company properly and timeously to perform the obligations incumbent upon it under any contract, or

- (e) any Shareholder acting in material breach of his obligations hereunder and such material breach is incapable of being remedied or, in the case of breach capable of remedy, failing to remedy the same within 14 days after being required to do so by the other Shareholders, or
 - (f) in the case of any Shareholder being an individual connected with the Company for the time being, his ceasing to be so connected (otherwise than in circumstances where that Shareholder is deemed to be a Good Leaver in terms of Article 26A(4)) and for these purposes an individual shall be deemed to be connected with the Company if he is a director or employee of the Company,
 - (g) the happening of any such event as is referred to in paragraph (d) or (e) of Article 18 of the Articles, or
 - (h) the transfer or attempted transfer of Shares except in accordance with the terms of the Shareholders Agreement and/or the Articles
- (4) For the purpose of Article 26A(2) a Shareholder **shall be deemed to be a Good Leaver** upon the occurrence of any one or more of the following events in respect of that Shareholder
- (a) the death of that Shareholder, or
 - (b) an Employment Tribunal or Employment Appeals Tribunal holding that that Shareholder has been either unfairly dismissed or wrongfully dismissed, or
 - (c) that Shareholder suffering a Critical Illness, or
 - (d) that Shareholder retiring as an employee of the Company whether as a result of ill health or otherwise
- (5) If a Shareholder suffers an event of default as referred to in either Article 26A(3) or 26A(4) (and is deemed to be either a Bad Leaver or a Good Leaver as the case may be) as a consequence of an involuntary act on the part of the Defaulting Shareholder and is capable of remedy, the Defaulting Shareholder shall be entitled to remedy the same within the period of fourteen days from the date of occurrence of such event of default, assuming that such event of default does not in the meantime cause or give rise to any prejudice to the Non Defaulting Shareholders
- (6) As soon as the Defaulting Shareholder becomes aware of an event of default as referred to in either Article 26A(3) or 26A(4) having occurred it shall immediately give written notice thereof (including such details of the nature and extent of such event of default as are available to him together with his opinion as to whether such event of default is capable of remedy) to the Non Defaulting Shareholders and to the Company

- (7) The purchase price for Shares where the Shareholder is deemed to be a Bad Leaver shall, unless all the Shareholders otherwise agree in writing, be 80% (eighty percent) of Fair Value
- (8) The purchase price for Shares where the Shareholder is deemed to be a Good Leaver shall be Fair Value **except** in circumstances where Mr Moyes is deemed to be a Good Leaver when the purchase price for the Shares shall be the higher of (a) Fair Value and (b) £125,000
- (9) If following the operation of Articles 26A(1) or 26A(2) any Shares remain unpurchased the Defaulting Shareholder (and his Associate(s) holding Shares) shall offer all such Shares held by that Defaulting Shareholder and his Associate(s) to the Company to be bought back by the Company at the purchase price determined by Articles 26A(7) or 26A(8) of this Agreement (whichever is applicable) The Company shall have thirty days from the date of receipt of such offer (the "Offer Date") to complete a buy back of such Shares The Company shall not be obliged to buy back such Shares If the Company has insufficient reserves to be able to lawfully effect a buy back of such Shares or if the Company chooses not to effect a buy back of such Shares for any other reason, the Company shall give notice in writing of its decision within thirty days of the Offer Date and thereafter the Defaulting Shareholder and his Associate(s) shall be free to sell such Shares to any person (not being a Shareholder) pursuant to and in accordance with Article 26 13 on the understanding that all references in Article 26 13 to the "Selling Price" shall be deemed and construed to mean the price which is determined in accordance with Article 26A(7) or 26A(8) (whichever is applicable)
- (10) For the avoidance of doubt a deemed Transfer Notice shall **not** be capable of being withdrawn by or on behalf of the Defaulting Shareholder

TRANSFER OF CONTROLLING INTEREST AND DRAG ALONG RIGHTS

- 27 (1) No sale or transfer of the legal or beneficial interest in any Shares in the Company may be made or validly registered **if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company -**
- (i) by a company (other than a company to which Article 27(1)(ii) applies) or a person or persons (other than a company) who are not Original Members (as hereinafter defined) **unless** the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the Shares at the Specified Price (as hereinafter defined), or
 - (i) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the 20 May 2006 Edition of the City Code on

Takeovers and Mergers (as amended)) with any member of the Company has a Controlling Interest **unless** the proposed transferee or transferees or his or their nominees has or have offered to purchase all the Shares at the Specified Price (as hereinafter defined)

- (2) If within sixty days of any company or any person (as referred to in Article 27(1)(i) or (ii)) (the "**Offeror**") making an offer to acquire the entire issued share capital of the Company at the Specified Price (an "**Offer**") the Offeror has received written acceptances of the Offer from Shareholders holding in aggregate at least **80%** in nominal value of the issued share capital of the Company, then the Offeror shall extend the Offer to that other member or members of the Company (the "**Called Shareholders**") who has/have not accepted the Offer requiring him/them to do so, and the Called Shareholders shall upon such Offer being made to him/them be deemed to have accepted the Offer in respect of all Shares in the Company held by that/those Called Shareholders in accordance with the terms of the Offer
- (3) If the Called Shareholders shall not, within 7 days of becoming required to do so, execute and deliver transfers in favour of the Offeror together with the relevant share certificate(s) (or a suitable indemnity in respect thereof) in respect of the Shares held by that/those Called Shareholders, then the directors of the Company shall be entitled to, and shall, authorise and instruct such person as they think fit to execute the necessary transfer(s) on behalf of that/those Called Shareholders and, against receipt by the Company (on trust for such Called Shareholders) of the purchase monies payable for the relevant Shares, deliver such transfer(s) to the Offeror (or its agents) and register the Offeror (or its nominees) as the holder thereof, and after the Offeror (or its nominees) has been registered as the holder thereof the validity of such proceedings shall not be questioned by any person
- (4) A Called Shareholder and each member of the Company who has accepted the Offer shall upon receipt of the purchase monies for the relevant Shares repay all monies remaining unpaid and due by him to the Company and any Subsidiaries and any holding company of the Company and any such Subsidiaries
- (5) For the purpose of this Article 27 -

'**Controlling Interest**' shall mean an interest (within the meaning of Part 22 of the Companies Act 2006) in shares in a company conferring in the aggregate 50 1% or more of the total voting rights conferred by all the issued shares in that company,

'**Original Members**' shall mean those persons who were the beneficial owners of Shares on the date of the adoption of these Articles,

'**Specified Price**' shall mean the consideration (in cash or otherwise) per Share equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other Shares plus the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such

other Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other Shares and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert and not as an arbiter) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland) whose decision shall be final and binding,

- (6) All other regulations of the Company relating to the transfer of Shares and the right to registration of transfers shall be read subject to the provisions of this Article

TRANSMISSION OF SHARES

- 28 Subject to the Shareholders Agreement or any other agreement (including but not limited to a cross option agreement) executed amongst all or any of the Shareholders hereafter, in the event of the death, bankruptcy or liquidation of a member, the person becoming entitled to a Share in consequence of such death, bankruptcy or liquidation shall be deemed to have served a Transfer Notice in respect of all Shares to which he has become so entitled and the provisions of Article 26 shall apply as if such person were a holder of such Share. For the avoidance of doubt this Article 28 shall not operate and apply in circumstances where Mr Moyes or Mr Robertson have died

REFUSAL TO REGISTER A SHARE TRANSFER

- 29 The directors may in their absolute discretion and without giving any reason therefor refuse to register or recognise the transfer of any Share, whether or not such Share is fully paid up, except the transfer of a Share pursuant to the provisions of these Articles

DIVIDENDS AND OTHER DISTRIBUTIONS

PROCEDURE FOR DECLARING DIVIDENDS

- 30 (1) The Company may, subject to the Shareholders Agreement, by Ordinary Resolution declare dividends, and the directors, subject to the Shareholders Agreement, may decide to pay interim dividends
- (2) A dividend must not be declared unless declared in accordance with the approval process detailed in the Shareholders Agreement and the directors have made a recommendation as to its amount. Subject to the Shareholders Agreement, such a dividend must not exceed the amount recommended by the directors
- (3) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- (4) Unless the Shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which Shares are issued, or the terms of the Shareholders Agreement, specify otherwise, it 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
- (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
- (6) The directors may, subject to the Shareholders Agreement, pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- (7) If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 31 (1) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means —
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an

address specified by the distribution recipient either in writing or as the directors may otherwise decide,

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

(d) any other means of payment as the Shareholders agree with the distribution recipient either in writing or by such other means as the Shareholders decide

(2) In the Articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable —

(a) the holder of the Share, or

(b) if the Share has two or more joint holders, whichever of them is named first in the register of members, or

(c) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

NO INTEREST ON DISTRIBUTIONS

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

(a) the terms on which the Share was issued, or

(b) the terms of the Shareholders Agreement

UNCLAIMED DISTRIBUTIONS

33 (1) All dividends or other sums which are —

(a) payable in respect of Shares, and

(b) unclaimed after having been declared or become payable,

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

(2) The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

(3) If —

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

NON-CASH DISTRIBUTIONS

- 34 (1) Subject to the terms of issue of the Share in question, the Company may, subject to the Shareholders Agreement, by Ordinary Resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company)
- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution —
- (a) fixing the value of any assets,
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
 - (c) vesting any assets in trustees

WAIVER OF DISTRIBUTIONS

- 35 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if -
- (a) the Share has more than one holder, or
 - (b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share

CAPITALISATION OF PROFITS

AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 36 (1) Subject to the Articles and the Shareholders Agreement, the directors may, if they are so authorised by an Ordinary Resolution —
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions
- (2) Capitalised sums must be applied —
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them
- (3) Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct
- (5) Subject to the Articles and the terms of the Shareholders Agreement, the directors may -
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 37 (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- (2) A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them
- (6) If there is a failure (accidental or otherwise) to give notice of a general meeting to Mr Moyes, no business may be transacted at that meeting until Mr Moyes is given notice. Any business transacted at any general meeting which is in breach of this Article 37(6) shall be null and void

QUORUM FOR GENERAL MEETINGS

- 38 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. A quorum shall constitute **three Shareholders** or such other number as the Shareholders may unanimously

agree from time to time who are either personally present or are represented at the meeting by their respective duly appointed proxy

CHAIRING GENERAL MEETINGS

- 39 (1) If the directors have appointed a chairman, that chairman shall chair general meetings if present and willing to do so
- (2) If the directors **have not** appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start -
- (a) the directors present, or
- (b) (if no directors are present), the meeting
- must appoint a director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 40 (1) Directors may attend and speak at general meetings, whether or not they are Shareholders but if they are not Shareholders, they shall not be entitled to vote on any business to be transacted at the meeting
- (2) The chairman of the meeting may with the prior consent of all Shareholders permit other persons who are not -
- (a) Shareholders, or
- (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting, but for the avoidance of doubt such other persons who are so permitted to attend shall not be entitled to vote on any business to be transacted at such meetings

ADJOURNMENT

- 41 (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if -
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (4) When adjourning a general meeting, the chairman of the meeting must -
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

VOTING: GENERAL

- 42 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

ERRORS AND DISPUTES

- 43 (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

POLL VOTES

- 44 (1) A poll on a resolution may be demanded -
- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (2) A poll may be demanded by -
- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution
- (3) A demand for a poll may be withdrawn if -
- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

CONTENT OF PROXY NOTICES

- 45 (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which -
- (a) states the name and address of the Shareholder appointing the proxy,
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,

- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (4) Unless a proxy notice indicates otherwise, it must be treated as -
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

DELIVERY OF PROXY NOTICES

- 46
- (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
 - (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
 - (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
 - (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

AMENDMENTS TO RESOLUTIONS

- 47
- (1) An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if -
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- (2) A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if -
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 5

ADMINISTRATIVE ARRANGEMENTS

MEANS OF COMMUNICATION TO BE USED

- 48
- (1) Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
 - (2) Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
 - (3) A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

COMPANY SEALS

- 49 The Company does not have a company seal

PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 50 The directors may, subject to the prior approval of all the Shareholders, make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation of the whole or part of the undertaking of the Company or that Subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

INDEMNITY

- 51 (1) Subject to paragraph (2), a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against -
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that director as an officer of the Company or an associated company
- (2) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law
- (3) In this Article -
- (a) companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a "relevant director" means any director or former director of the Company or an associated company

INSURANCE

- 52 (1) The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss
- (2) In this Article -
- (a) a "relevant director" means any director or former director of the Company or an associated company,
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
 - (c) companies are associated if one is a Subsidiary of the other or both are body corporate