

Company number: 05659314

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

HERE LIMITED (the "Company")

Company registered office: 27 Mortimer Street, London W1T 3BL

WRITTEN RESOLUTION OF THE MEMBERS

**CIRCULATION DATE: 31 JANUARY 2018** (the "Circulation Date")

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

Resolution 1 below is passed as a special resolution "**Special Resolution**").

**SPECIAL RESOLUTION**

**THAT**

1. the articles of association of the Company be amended by deleting all the provisions of the Company's memorandum of association which, by virtue of section 28 Companies Act 2006, are to be treated after 1 October 2009 as provisions of the Company's articles of association; and
2. new articles of association of the Company in the form of the printed document annexed to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association of the Company.

**AGREEMENT TO THE RESOLUTION**

Please read the notes below before signifying your agreement to the Special Resolution.

The undersigned, being members of the Company and entitled to vote on the above resolution on the Circulation Date, hereby agree to the above Special Resolution:

Signed		Signed	
	Caz Hildebrand		Kate Marlow
Date	31/1/2018	Date	31/1/2018
Signed		Signed	
	Mark Paton		Tess Wicksteed
Date	31/1/2018	Date	31/1/2018



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COMPANIES HOUSE

## NOTES

1. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - **by hand:** delivering the signed copy to Mark Paton at 27 Mortimer Street, London W1T 3BL.
  - **post:** returning the signed copy by post to Mark Paton at 27 Mortimer Street, London W1T 3BL.
  - **email:** by attaching a scanned copy of the signed document to an email and sending it to [Mark@heredesign.co.uk](mailto:Mark@heredesign.co.uk). Please enter "Written resolutions Circulation Date: *[insert circulation date]*" in the email subject box.

If you do not agree to all of the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. If you agree to the resolutions, please ensure that your agreement reaches us before the date at the end of the period of 28 days beginning with the Circulation Date. The resolutions will lapse if sufficient agreement for the resolutions has not been received by that time.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send the power or authority (or a duly certified copy of it, or other reasonable evidence of the authority) to the Company in hard copy form when returning this document.
6. The above email address may only be used for returning this document to the Company. It may not be used for any other purpose.

Company number: 05659314

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**HERE LIMITED**

(adopted by special resolution passed on 31<sup>st</sup> January 2018)

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Company number 05659314

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION**

of

**HERE LIMITED**

(adopted by special resolution passed on

2018)

**PART 1**

**EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY**

**1 EXCLUSION OF OTHER REGULATIONS**

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

**2 INTERPRETATION**

2.1 In these Articles, unless the context otherwise requires:

**“Act”**

means the Companies Act 2006;

**“Acting in Concert”**

has the meaning given in the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (as amended from time to time);

**“address”**

includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

**“Agreed Value”**

has the meaning given in Article 47;

**“Allocation Notice”**

has the meaning given in Article 43.6;

**“Articles”**

means the Company’s articles of association for the time being in force and **“Article”** is one of these Articles;

**“Bad Leaver”**

has the meaning given in Article 44.6;

**“Bankruptcy”**

means individual insolvency proceedings in any jurisdiction;

**“Business Day”**

means a day that is not a Saturday or Sunday or any day that is a bank holiday in England and Wales;

**“Chair”**

has the meaning given in Article 13;

**“Chair of the meeting”**

has the meaning given in Article 61.3;

**“clear days”**

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or received and the day for which it is given or on which it is to take effect;

**“Companies Acts”**

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

**“Company”**

means Here Limited, incorporated in England and Wales (company number 05659314);

**“Company’s Lien”**

has the meaning given in Article 34.1;

**“Control”**

has the meaning given in section 995 of the Income Tax Act 2007 and **“Controlled”** shall be construed accordingly;

**“Departing Employee Shareholder”**

has the meaning given in Article 44.6;

**“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 52.2;

**“Document”**

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

**“electronic form”**

has the meaning given in section 1168 of the Act;

**“Eligible Director”**

means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the matter);

**“Employee Shareholder”**

has the meaning given in Article 44.6;

**“E Shares”**

the ordinary E shares in the capital of the Company in issue from time to time;

**“E Share Hurdle Amount”**

means an amount determined by the Directors;

**“Expert”**

has the meaning given in Article 47.2;

**“Founder Consent”**

means the prior written consent of all of the Holders of the Founder Shares;

**“Founder Shares”**

the founder shares of £1.00 in the capital of the Company in issue from time to time;

**“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;



**“Good Leaver”**

has the meaning given in Article 44.6;

**“Group” and “Group Company”**

have the meanings given in Article 44.6;

**“hard copy” “electronic form” and related expressions**

have the meanings given in section 1168 of the Act;

**“Holder”**

in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**“including”**

means including, without limitation, and **“include”** shall be construed accordingly;

**“instrument”**

means a document in hard copy form;

**“Minimum Transfer Condition”**

has the meaning given in Article 43.1(d);

**“Net Asset Value”**

means:

- (a) an amount equal to the net assets of the Company on 30<sup>th</sup> June 2016; plus
- (b) an additional sum equivalent to the maintainable profits of the Company as at the date of a Return of Capital; and

in the case of (a) or (b) shall be such amount as the same shall be determined by the Directors and if the Directors are unable to determine, they shall refer the same to the Company's accountants to determine and if the accountants decline to determine or otherwise fail to determine any amount in dispute within 30 days of the referral to them, an Expert appointed by the Directors;

**“Ordinary Resolution”**

has the meaning given in section 282 of the Act;

**“Ordinary Shares”**

the ordinary share in the capital of the Company from time to time not being Founder Shares or E Shares;

**“Original Price”**

the price originally paid by any Shareholder for the acquisition or subscription of Shares;

**“paid”**

means paid or credited as paid;

**“participate”,**

in relation to a Directors' meeting, has the meaning given in Article 11;

**“Permitted Transfer”**

means a transfer of Shares authorised by Article 42;

**“Permitted Transferee”**

means a person to whom Shares are, or may be, transferred pursuant to a Permitted Transfer;

**“Proxy Notice”**

has the meaning given in Article 67.1;

**“Return of Capital”**

means a liquidation, dissolution, winding-up or any other return of capital or assets by the Company including a Sale but excepting the payment of any dividend or redemption of Shares of any class or the purchase by the Company of any of its Shares;

**“Sale”**

means the bona fides transfer, whether through a single transaction or a series of transactions, to a person (being neither an Original Shareholder nor a Permitted Transferee) or any such persons Acting in Concert with each other, of Shares as a result of which such person acquires more than 50% per cent of all the Shares (or interests in such Shares) in the Company and for these purposes the Founder Shares and the Ordinary Shares shall be treated as one class of Shares;

**“Sale Shares”**

has the meaning given in Article 43.1;

**“Selling Shareholder”**

has the meaning given in Article 43.1;

**“Share”**

means the Founder shares, the Ordinary Shares and the E Shares or such other shares in the capital of the Company from time to time and **“Shareholder”** is a Holder for the time being of Shares;

**“Shareholders’ Agreement”**

means any shareholders’ agreements entered into between the Shareholders from time to time relating to put and call options over the Shares of which they are the Holder granted by each of them to one another in certain specified events;

**“Special Resolution”**

has the meaning given in section 283 of the Act;

**“subsidiary”**

has the meaning given in section 1159 of the Act;

**“Transfer Notice”**

has the meaning given in Article 43.1;

**“Transmittee”**

means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

**“Whole Interest”**

in relation to a Share, means the whole legal title to, and equitable interest in, it and any further Shares derived from it, free from all encumbrances, and with all rights attaching to it or them;

**“wholly-owned group”**

means a company, any of its wholly-owned subsidiaries, any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company; and

**“writing” or “written”**

means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise.

2.2 In these Articles, unless the context requires otherwise:

- (a) companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) an "**interest**" in a share includes any interest of any kind whatsoever in a share or a right attaching to it, including where there is a contingent interest or right;
- (c) "**transfer**" of a Share includes:
  - (i) any direction by a Shareholder that a Share be allotted, issued or transferred to a person other than himself; and
  - (ii) any sale or any other disposition (including the creation, or allowing the creation, of any encumbrance over it) of any interest in it;
- (d) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated;
- (e) subject to paragraph (f) a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force;
- (f) other words or expressions shall bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company; and
- (g) the headings are used for convenience only and shall not affect the interpretation of these Articles.

### **3 LIABILITY OF MEMBERS**

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**

#### **4 DIRECTORS' GENERAL AUTHORITY**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **5 SHAREHOLDERS' RESERVE POWER**

- 5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **6 DIRECTORS MAY DELEGATE**

- 6.1 Subject to the Articles, 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.

- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7 COMMITTEES**

- 7.1 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 which govern the taking of decisions by Directors.
- 7.2 The Directors may 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**

## **8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either:
- (a) a majority decision at a meeting; or
  - (b) a decision taken in accordance with Article 9.
- 8.2 If and so long as:
- (a) the Company only has one Director; and
  - (b) no provision of the Articles, including as to the number of Directors and the quorum for Directors' meetings, requires it to have more than one Director,

the general rule about decision-making by Directors does not apply, and the Director may take decisions *without regard to any of the provisions of the Articles relating to Directors' decision-making* (apart from Article 19 regarding recording his decisions) and he may, alone, exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally.

## **9 UNANIMOUS DECISIONS**

- 9.1 A decision of the Directors is taken in accordance with this Article 9 when all Eligible Directors indicate to each other by any means that they agree on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this Article 9 if the Eligible Directors would not have formed a quorum at a Directors' meeting.

## **10 CALLING A DIRECTORS' MEETING**

- 10.1 Any Director may 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.
- 10.2 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.

10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

10.4 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 before, on or 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.

## **11 PARTICIPATION IN DIRECTORS' MEETINGS**

11.1 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
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other.

11.3 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.

## **12 QUORUM FOR DIRECTORS' MEETINGS**

12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, other than in accordance with Article 12.4.

12.2 Subject to Article 12.3, the quorum for Directors' meetings shall be three Eligible Directors.

12.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17.1 to authorise a Director's 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.

12.4 If the total number of Directors for the time being is less than the quorum required or the minimum number of Directors, the Directors must not take any decision other than a decision to:

- (a) effect transfers in accordance with these Articles; or
- (b) appoint further Directors sufficient to make up the quorum; or
- (c) propose a written resolution of Shareholders; or
- (d) call a general meeting.

## **13 CHAIRING OF DIRECTORS' MEETINGS**

13.1 The Directors may appoint a Director to chair their meetings.

13.2 The person so appointed for the time being is known as the "Chair".

13.3 The Directors may terminate the Chair's appointment at any time (without prejudice to any claim which the Chair may have for breach of any service contract between him or her and the Company).

- 13.4 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

#### **14 VOTING AT DIRECTORS' MEETINGS**

- 14.1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors.
- 14.2 Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote.
- 14.3 Subject to Article 14.4, a Director, who pursuant to the Act or Article 16 has declared to the other Directors the nature and extent of his interest, or in respect of whom a conflict matter is authorised in accordance with Article 17.1 or otherwise, shall be entitled to vote in respect of that matter or any matter arising from it, and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken.
- 14.4 In relation to any conflict matter authorised in accordance with Article 17.1, the Director shall not have the right to vote on that matter if:
- (a) that right is removed by the terms and conditions of the authorisation; or
  - (b) the Director is, either by himself or by the other Directors, excluded from any meeting or discussion on that matter pursuant to Article 17.2(c).

#### **15 CHAIR'S CASTING VOTE AT DIRECTORS' MEETINGS**

- 15.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair or other Director chairing the meeting shall not have a casting vote.

#### **16 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY**

- 16.1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated companies is otherwise interested; and
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any associated company of the Company or any other body corporate in which the Company is interested,

and:

- (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such office or employment or from any such *transaction or arrangement or from any interest in any such body corporate*;
- (ii) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any *such transaction or arrangement or any interest in any such body corporate*;
- (iii) he may absent himself from discussions, whether in meetings of the Directors or otherwise and exclude himself from information, which will or may relate to that office, employment, transaction, arrangement or interest; and

- (iv) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

**16.2 For the purposes of this Article 16:**

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his;
- (c) a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- (d) a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

**17 DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST**

**17.1** The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Act, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties).

**17.2** If a matter has been authorised by the Directors in accordance with Article 17.1, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors:

- (a) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised;
- (b) the Director shall not be required to disclose to the Company, or to use or apply, in performing his duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to that matter;
- (c) the Director may either attend or absent himself from:
  - (i) meetings of the Directors, or of any committee of the Directors, at which anything relating to that matter will or may be discussed; or
  - (ii) any discussion on such matter, at a meeting or otherwise,
 and the Directors may exclude him from any such meeting or discussion;
- (d) the Director or the Directors may make arrangements for the Company either to send and make available to him, or not to send or make available to him, any Documents and information relating to that matter;
- (e) the Director shall be entitled to accept any benefit which he may derive from that matter, and he shall not be accountable to the Company for any benefit which he or a person connected with him may derive from any such matter; and
- (f) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit,

and the Director shall not be in breach of any of his general duties to the Company as a Director in relation to such matter, so long as he does not infringe these Articles and any terms and conditions of the authorisation in relation to such matter.

- 17.3 Articles 17.1 and 17.2 are without prejudice to the operation of any other provision or procedure authorising the Director's conflict of interest.

## **18 QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE**

- 18.1 Subject to Article 18.2, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of that meeting whose ruling in relation to any Director other than the chair is to be final and conclusive.
- 18.2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of that meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **19 RECORDS OF DECISIONS TO BE KEPT**

- 19.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision made by the Directors.
- 19.2 All decisions of the Directors, whether made at a meeting or otherwise, must be recorded in writing.

## **20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, 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.

### **APPOINTMENT OF DIRECTORS**

## **21 NUMBER OF DIRECTORS**

Unless otherwise determined by Special Resolution, the number of the Directors shall be not less than two but there is no maximum.

## **22 METHODS OF APPOINTING DIRECTORS**

- 22.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- (a) by Ordinary Resolution; or
  - (b) by a decision of the Directors.
- 22.2 In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmittee of the last Shareholder to have died or to have a Bankruptcy order made against him (as the case may be) has the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.
- 22.3 For the purposes of Article 22.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

## **23 TERMINATION OF DIRECTOR'S APPOINTMENT**

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 Act 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; or
- (g) that person also being an employee of the Company (or a subsidiary or holding company of the Company) ceases to be an employee for any reason.

## **24 DIRECTORS' REMUNERATION**

- 24.1 Directors may provide any services to the Company that the Directors decide.
- 24.2 Directors are entitled to such remuneration as determined by the Directors:
- (a) for their services to the Company as Directors; and/or
  - (b) for any other service which they provide to the Company.
- 24.3 Subject to the Articles, 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.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 24.5 Unless the Directors 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.

## **25 DIRECTORS' EXPENSES**

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; or
- (b) general meetings; or
- (c) separate meetings of the Holders of any class of Shares or of debentures of the Company; or
- (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **26 ALTERNATE DIRECTORS**

- 26.1 No Director may appoint any person to act as his or her alternate.

**PART 3**  
**SHARES AND DISTRIBUTIONS**  
**SHARES**

**27 SHARE CAPITAL**

27.1 The share capital of the Company at the date of the adoption of these Articles is divided into Founder Shares, Ordinary Shares and E Shares.

27.2 The Shares shall rank *pari passu* in all respects, save as otherwise set out in these Articles.

27.3 Where the Company holds Shares as treasury shares, it has no right to attend or vote at meetings of Shareholders and it is not entitled to vote on a written resolution, in respect of those treasury shares.

27.4 The Shares shall have the following rights and be subject to the following restrictions:

(a) **Voting:**

- (i) a Holder of Founder Shares shall be entitled to receive notice of, and to attend and vote at general meetings of the Company;
- (ii) a Holder of Ordinary Shares shall for such time as the Holder is an Employee Shareholder be entitled to receive notice of, and to attend and vote at general meetings of the Company;
- (iii) subject to any rights or restrictions attached to any Founder Shares or Ordinary Shares and to any suspension or abrogation of voting rights pursuant to the Articles, at a general meeting, on a show of hands every Holder of Founder Shares and every Holder of Ordinary Shares who (being (a) an individual and (b) an Employee Shareholder) is present in person or (being a corporation) is present by a duly authorised representative, shall have one vote and on a poll every Holder of Founder Shares and every Holder of Ordinary Shares who (being (a) an individual and (b) an Employee Shareholder) is present in person or by proxy shall have one vote for every Founder Share or Ordinary Share of which he or she is the holder;
- (iv) a Holder of E Shares shall not be entitled (by virtue of being a Holder of E Shares) to receive notice of, nor to attend general meetings of the Company, nor shall a Holder of E Shares in that capacity be entitled to vote upon any resolution (save as provided in Article 39).
- (v) a Holder of Founder Shares and a Holder of Ordinary Shares who (being (a) an individual and (b) an Employee Shareholder) will be entitled to sign any resolution of the members of the Company passed by way of written resolution. A Holder of E Shares shall have no such voting rights.

(b) **Income:**

- (i) all dividends or other income distributions resolved to be distributed by the Company in respect of any accounting period shall be distributed amongst the Holders for the time being of the Founder Shares and Ordinary Shares on a pro rata basis according to the number of Founder Shares and Ordinary Shares held by them as if the Founder Shares and Ordinary Shares constituted one class; and
- (ii) the Holders of E Shares shall not be entitled to receive dividends or other income distributions in respect of them; and

**(c) Capital:**

On a Return of Capital the assets of the Company available for distribution amongst the Shareholders after payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following manner and in the following order of priority:

- (i) first, in payment to the Shareholders any dividend or other distribution declared but otherwise unpaid by the Company;
- (ii) secondly, in paying the sum equal to the Net Asset Value, to the Holders of the Founder Shares on a pro rata basis according to the number of Founder Shares held by them;
- (iii) thirdly, in paying the sum equal to the E Share Hurdle Amount (if any) to the Holders of the Founder Shares and the Ordinary Shares on a pro rata basis according to the number of Shares held by them as if the Founder Shares and Ordinary Shares constituted one class; and
- (iv) the balance (if any) of such amounts over and above the E Share Hurdle Amount shall be distributed to the Holders of Founder Shares, Ordinary Shares and E Shares pro rata to the number of Shares held by them.

**(d) Sale:**

In the event of a Sale, the proceeds shall be allocated in the order of priority set out in Article 27.4(c). The Directors shall not register any transfer of Shares if the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares pursuant to a Sale (the "**Sale Proceeds**") is not distributed in that manner provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Sale:

- (i) the Directors may register that transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Sale have been distributed in the order of priority set out in Article 27.4(c); and
- (ii) each Shareholder shall take any action (to the extent lawful and within his control) to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in the Article 27.4(c).

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

- 28.1 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 (unless an issue for less than that is permitted by a Special Resolution together with such provisions relating to calls on Shares and forfeiture as may be specified in such Special Resolution).
- 28.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

**29 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 29.1 Subject to the Articles, 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.
- 29.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

### **30 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any 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.

### **31 ALLOTMENT AND ISSUE OF SHARES**

- 31.1 Subject to the following provisions of this Article 31, all unissued Shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons on such terms and at such times as they think fit.
- 31.2 All the requirements of sections 561 and 562 of the Act (Existing shareholders' right of pre-emption) are excluded generally in relation to the allotment by the Company of equity securities (as defined in section 560 of the Act).
- 31.3 Unless otherwise agreed in writing by Special Resolution, all Shares which the Directors propose to allot shall be offered on identical terms to such Shareholders in proportion as nearly as may be to the number of Shares held by them respectively.
- 31.4 Any such offer under Article 31.3 shall be made by notice in writing specifying the number and class of Shares offered, the price, and the period (being not less than 20 Business Days) within which the offer must be accepted in writing. Any such offer which is not so accepted shall be deemed to be declined.
- 31.5 Any Shares not accepted pursuant to Article 31.4, or not capable of being offered except by fractions, may be disposed of by the Directors in such manner as they think fit, as long as they are disposed of on terms that are not more favourable to their subscribers than the terms on which they were originally offered.

### **32 SHARE CERTIFICATES**

- 32.1 If the Company issues certificates, each Shareholder is entitled, free of charge, to be issued with one or more certificates in respect of the Shares which that Shareholder holds.
- 32.2 Every certificate must specify:
- (a) in respect of how many Shares, of what class, it is issued;
  - (b) the nominal value of those Shares; and
  - (c) any distinguishing numbers assigned to them.
- 32.3 No certificate may be issued in respect of Shares of more than one class.
- 32.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 32.5 Certificates must:
- (a) have affixed to them the Company's common seal; or
  - (b) be signed by a Director; or
  - (c) be otherwise executed in accordance with the Companies Acts.

### **33 REPLACEMENT SHARE CERTIFICATES**

- 33.1 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.

- 33.2 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 reasonable expenses as the Directors decide.

#### **COMPANY'S LIEN**

### **34 COMPANY'S LIEN OVER SHARES**

- 34.1 The Company has a lien (the "**Company's Lien**") over every Share for all monies presently payable by a Shareholder or his estate to the Company either alone or jointly with any other person. This lien shall attach to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered Holder of those Shares or one of two or more joint Holders.
- 34.2 The Company's Lien over a Share:
- (a) takes priority over any third party's interest in that Share; and
  - (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- 34.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

### **35 ENFORCEMENT OF THE COMPANY'S LIEN**

- 35.1 Subject to the provisions of this Article 35 if:
- (a) a lien enforcement notice has been given in respect of a Share; and
  - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that Share in such manner as the Directors decide.
- 35.2 A lien enforcement notice:
- (a) may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - (b) must specify the Share concerned;
  - (c) must require payment of the sum payable within 14 clear days of the notice;
  - (d) must be addressed either to the Holder of the Share or to any Transmittree of the Share or any other person otherwise entitled to it; and
  - (e) must state the Company's intention to sell the Share if the notice is not complied with.
- 35.3 Where any Share is sold under this Article 35:
- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser, and

- (b) *the transferee of the Share shall be registered as the Holder of the Share notwithstanding that he may not be able to produce the Share certificate, he is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading or relating to the sale.*
- 35.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
  - (b) second, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the Directors has been given to the Company for any lost certificate, and subject to a lien (equivalent to the Company's Lien over the Share before the sale) for any other monies payable by him or his estate to the Company after the date of the lien enforcement notice.
- 35.5 A statutory declaration by a Director or the Company secretary (if any) that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:
- (a) *is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and*
  - (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

#### **RESTRICTIONS ON SHAREHOLDERS' RIGHTS**

##### **ALTERATION OF SHARE CAPITAL**

### **36 SUB-DIVISION OR CONSOLIDATION OF SHARES**

- 36.1 An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others.
- 36.2 Whenever as a result of a sub-division, consolidation or division of Shares any difficulty arises, the Directors may settle it as they think fit, including as to fractions of a Share.

#### **APPLICATION OF ARTICLES TO CLASS MEETINGS**

### **37 CLASS MEETINGS**

The provisions of the Act and these Articles relating to general meetings, and of the Act relating to separate general meetings of the Holders of a class of Shares, of the Company apply, with necessary modifications, to meetings of the Holders of any class of Shares.

#### **VARIATION OF RIGHTS**

### **38 VARIATION OF RIGHTS**

Whenever the capital of the Company is divided into different classes of Shares, the rights attached to any class of Shares may be varied, either whilst the Company is a going concern or during or in contemplation of a winding up in accordance with the Act, and in particular section 630 of the Act.

### **39 RIGHTS DEEMED VARIED AND NOT VARIED**

Unless otherwise expressly provided by the rights attached to any class of Shares, those rights:

- (a) shall be deemed to be varied by:
  - (i) the reduction of the capital paid up (as to nominal value) on those Shares; and
  - (ii) the creation or issue of further Shares ranking in priority for payment of a dividend or in respect of capital or which otherwise carry more favourable rights than the first-mentioned Shares; and
- (b) shall be deemed not to be varied by:
  - (i) the purchase by the Company of any of its own Shares; and
  - (ii) the creation or issue of further Shares having the same rights as, or ranking *pari passu* with, or subordinate to, or carrying less favourable rights than the first-mentioned Shares.

### **TRANSFER OF SHARES**

#### **40 SHARE TRANSFERS**

- 40.1 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.
- 40.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Share.
- 40.3 The Company may retain any instrument of transfer which is registered.
- 40.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 40.5 The Directors must refuse to register the transfer of a Share which is not permitted by these Articles. The Directors may also refuse to register the transfer of a Share on which the Company has a lien and/or unless the certificate for the Share (or an indemnity for lost certificate in a form acceptable to the Directors) and other evidence satisfactory to the Directors of the right to make the transfer is produced to them and/or unless the transfer is duly stamped or certified (if appropriate). Subject to this or as required by law, the Directors must register the transfer of a Share made in accordance with these Articles
- 40.6 If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal unless the Directors suspect that the proposed transfer may be fraudulent.

#### **41 RESTRICTIONS ON TRANSFERS OF SHARES**

- 41.1 No person shall be entitled to transfer any Share unless the transfer is made pursuant to:
  - (a) Article 42 (Permitted Transfers);
  - (b) Article 43 (Transfers subject to pre-emption);
  - (c) Article 44 (Compulsory transfers);
  - (d) Article 45 (Tag along); or
  - (e) Article 46 (Drag along); or
  - (f) Article 35 (Enforcement of the Company's Lien).

### Information request

- 41.2 To enable the Directors to determine that these Articles have been complied with, including that there has been a Permitted Transfer, the Directors may require:
- (a) any Shareholder; or
  - (b) the legal personal representatives of any deceased Shareholder; or
  - (c) any person entitled to any Shares in consequence of the Bankruptcy or insolvency of a Shareholder; or
  - (d) any person named as transferee in any transfer lodged for registration; or
  - (e) any other person whom the Directors reasonably believe to have relevant information, to provide the Company with any information that they may require for this purpose.
- 41.3 If the information requested under Article 41.2 is not provided in writing, within such period as the Directors may reasonably allow, to enable the Directors to determine to their reasonable satisfaction that no breach of these Articles has occurred, or if as a result of the information provided the Directors are reasonably satisfied that a breach has occurred, the Directors may immediately notify the Holder of the Shares in question in writing of that fact and a Transfer Notice is deemed to have been given in respect of the Shares at a time determined by the Directors.

## 42 PERMITTED TRANSFERS

- 42.1 This Article 42 (Permitted Transfers) is subject to Article 44 (Compulsory transfers).

### Consent

- 42.2 A Shareholder may transfer any Shares to any person with Founder Consent (save that Founder Consent shall not be required for any transfers pursuant to a Shareholder's Agreement).

## 43 TRANSFERS SUBJECT TO PRE-EMPTION

### Service of Transfer Notice

- 43.1 Any person wishing to transfer any Shares (a "**Selling Shareholder**") must first give a notice in writing (a "**Transfer Notice**") to the Company, specifying:
- (a) the number and class of Shares that the Selling Shareholder wishes to transfer (the "**Sale Shares**");
  - (b) the price in cash for which the Selling Shareholder wishes to transfer each of the Sale Shares;
  - (c) the name of the third party (if any) to whom the Selling Shareholder proposes to transfer the Sale Shares; and
  - (d) whether the notice is conditional upon all, or a specified number of, the Sale Shares being sold to other Shareholders or the Company (the "**Minimum Transfer Condition**"),
- but this does not apply to a transfer pursuant to any of Articles 42 (Permitted Transfers), 45 (Tag along) or 46 (Drag along) unless or to the extent described in any of those Articles.
- 43.2 A Transfer Notice appoints the Company the agent of the Selling Shareholder for the sale of the Whole Interest in the Sale Shares at the Agreed Value, subject if applicable to the Minimum Transfer Condition.



### Offer of Shares

- 43.3 As soon as practicable and in any event within 15 Business Days following the determination of the Agreed Value pursuant to Article 47, and after expiry of any right of the Selling Shareholder to revoke his Transfer Notice under Article 43.9, where applicable, the Company shall give notice in writing to all the Shareholders (other than the Selling Shareholder) holding Shares of the same class as the Sale Shares offering the Sale Shares for sale at the Agreed Value on a pro-rata basis according to the number of Shares of that class they each hold.
- 43.4 The offer to each Shareholder made pursuant to Article 43.3 shall:
- (a) state the number of Shares offered and the Agreed Value per Sale Share;
  - (b) invite the Shareholder to state in writing within 10 Business Days of the date of the offer whether he is willing to purchase any, and if so what maximum number of the Sale Shares; and
  - (c) state the Minimum Transfer Condition, if any.
- 43.5 If at the end of the period limited for acceptance, there are any Sale Shares which have not been allocated, the Company may:
- (a) purchase such remaining Sale Shares (subject always to the Act) at any time within the further period of three months from that time; or
  - (b) offer the remaining Sale Shares to Shareholders holding Shares of any class and invite the those Shareholders to state in writing within 10 Business Days of the date of the offer whether he or she is willing to purchase any, and if so what maximum number of the remaining Shares.

### Completion of sale

- 43.6 If the Company, after making the offers under Articles 43.3, 43.4 and 43.5 finds, within the period limited for acceptance, a Shareholder or Shareholders and/or itself willing to purchase any Sale Shares, it shall, provided any Minimum Transfer Condition has been satisfied or waived, give notice to all those Shareholders and the Selling Shareholder of its allocation of Sale Shares (an "**Allocation Notice**"). The Allocation Notice shall be in writing and shall specify the name and address of each purchasing Shareholder and/or the Company, the number of Sale Shares to be purchased by each of them and the place and time (being, in the case of the sale to purchasing Shareholders, not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of those Sale Shares to purchasing Shareholders and/or the Company shall be completed (the "**Completion Date**").
- 43.7 The Selling Shareholder shall be bound, upon the payment of the Agreed Value, to deliver the relevant Share certificates and transfer the Whole Interest in the Sale Shares as specified in the Allocation Notice on the relevant Completion Date.

### Selling Shareholder's right to sell Sale Shares to third party

- 43.8 In the event that any Sale Shares are not sold in accordance with the preceding provisions of this Article 43 (either through the Company not finding purchasers for Sale Shares following the offers under Articles 43.3 and 43.4, or through it not deciding to purchase any Sale Shares, or through the Minimum Transfer Condition not being satisfied or waived, or, through no default of the Selling Shareholder, the purchase of any of the Sale Shares not being completed in accordance with the Allocation Notice), the Selling Shareholder may not transfer any Sale Shares to any third party, other than in accordance with Article 42 (Permitted Transfers) or Article 44 (Compulsory transfers).

### **Revocation of Transfer Notice**

- 43.9 In the event that the Agreed Value specified in any Expert's certificate obtained in accordance with Article 47 is less than 75 per cent of the proposed price specified by the Selling Shareholder in the Transfer Notice pursuant to Article 43.1, the Selling Shareholder shall, subject to Article 43.11, have the right, by notice in writing to the Company given within five Business Days after the copy of the Expert's certificate is sent to him or her in accordance with Article 47.6, to revoke the Transfer Notice. A Selling Shareholder may revoke a Transfer Notice at any other time only with Founder Consent and the Founders (other than the Selling Shareholder if he or she is a Founder) may impose such conditions on any such consent as they see fit, including a condition that the Selling Shareholder bear all the related costs.
- 43.10 Upon revocation by the Selling Shareholder of a Transfer Notice the Company shall return the original Transfer Notice to the Selling Shareholder in respect of the Sale Shares.
- 43.11 If the Selling Shareholder within 12 months of revoking a Transfer Notice pursuant to Article 43.9 serves a further Transfer Notice, the right of revocation contained in that Article shall not apply in respect of such further Transfer Notice.

### **Failure by Selling Shareholder to transfer Sale Shares**

- 43.12 If the Selling Shareholder fails to transfer any of the Sale Shares in accordance with Article 43.7:
- (a) one of the Directors, nominated by a resolution of the Directors for the purpose, shall be deemed to be duly appointed as the agent of the Selling Shareholder, with full power to execute, complete and deliver, in the name and on behalf of the Selling Shareholder, all Documents necessary to transfer the relevant Shares to the purchasing Shareholder and/or the Company (as the case may be);
  - (b) the appointment referred to in Article 43.12(a) is irrevocable and is given to secure the performance of the obligations of the Selling Shareholder under these Articles;
  - (c) the Directors may receive and give a good discharge for the purchase money on behalf of the Selling Shareholder and (subject to the transfer being duly stamped, or as appropriate certified) enter the name of the purchasing Shareholder in the register of members as the Holder by transfer of the Shares so purchased by him and/or treat those Shares as cancelled in accordance with section 706 of the Act (as the case may be);
  - (d) the purchasing Shareholder shall then become indefeasibly entitled to the Whole Interest in those Shares on such a purchase and, on a purchase by the Company, those Shares shall not be available for reissue; and
  - (e) the Directors shall then pay the purchase money into a separate bank account in the name of the Company until the Selling Shareholder sends his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate) to the Company at which point he shall be paid the purchase money without interest and less any sums owed to the Company by him.

## **44 COMPULSORY TRANSFERS**

### **Deemed Transfer Notice**

- 44.1 Whenever a person is deemed to have given a Transfer Notice under these Articles, the provisions of Article 43 apply, with appropriate modifications, including the following, but subject to any other modifications as described in these Articles:

- (a) the deemed Transfer Notice concerns all the Shares held by that person, or in which that person is interested;
- (b) there is no Minimum Transfer Condition;
- (c) the right of revocation in Article 43.9 does not apply;
- (d) in the case of a Transfer Notice deemed to have been given in accordance with Article 44.5 by a Departing Employee Shareholder, the purchase price for the Shares is as provided in Article 44.3; and
- (e) if that person subsequently acquires further Shares, or an interest in them, then that person is deemed to have given another Transfer Notice in respect of those further Shares, on the terms of this Article 44.1, on the date of that acquisition.

#### **Disenfranchisement of Shares**

- 44.2 As from the date on which a deemed Transfer Notice is deemed to have been given and until completion of the sale of the relevant Shares, the Holder of the Shares in respect of which the Transfer Notice is deemed given, or any further Shares issued in right of such Shares, shall not be entitled to:
- (a) receive notice of, attend or speak at, any general meeting of the Company or of a separate meeting of any class of those Shares; or
  - (b) exercise any voting or other rights attaching to such Shares.

#### **Death or Bankruptcy of Shareholder**

- 44.3 Unless Article 44.5 applies, if a Shareholder, being an individual, dies or becomes Bankrupt, the Transmittor or Permitted Transferee of the Shares originally held by the Shareholder and any other Shares derived from any of those Shares is deemed to have given a Transfer Notice in respect of all those Shares at a time determined by the Directors. The purchase price of the Shares (unless article 44.5 applies or the Directors otherwise determine) shall be the lower of the Agreed Value and the Original Price.

#### **Change of Control of a corporate Shareholder**

- 44.4 If there is a change of Control of a Shareholder that is a body corporate, that Shareholder or its Permitted Transferee that is the current Holder of the Shares originally held by the Shareholder and any other Shares derived from any of those Shares is deemed to have given a Transfer Notice in respect of all those Shares at a time determined by the Directors.

#### **Good/Bad Leavers**

- 44.5 If an Employee Shareholder becomes a Departing Employee Shareholder he or she (or his or her Transmittor) is deemed to have given a Transfer Notice on the date he or she ceases to be a director and/or employee (as the case may be) or such later date as determined by the Directors. The Transfer Notice is deemed to be in respect of all Shares held by the Shareholder and the purchase price of the Shares is, where the relevant employee or director in relation to the Departing Employee Shareholder is:
- (a) a Bad Leaver, the lower of their Agreed Value and the Original Price; or
  - (b) a Good Leaver, the higher of their Agreed Value and the Original Price.
- 44.6 For the purposes of this Article 44:
- (a) “**Group**” means the Company and its subsidiaries and “**Group Company**” means one of them;

- (b) an **"Employee Shareholder"** is a Shareholder who is, or was, a director and/or an employee of any Group Company, or is a Permitted Transferee, directly or indirectly, of any such director or employee;
- (c) a **"Departing Employee Shareholder"** is an Employee Shareholder in relation to:
  - (i) a person who ceases to be, and is no longer continuing as:
    - (1) a director or employee, if he has served in only one of those capacities; or
    - (2) an employee, if he has served in both capacities, of any Group Company; or
  - (ii) a person to or from whom notice has been given or received of termination of his employment or directorship leading directly to either such cessation described in paragraph (i) above;
- (d) a **"Departing Original Shareholder"** is a Departing Employee Shareholder who is also an Original Shareholder;
- (e) a **"Dependant"** of an Employee Shareholder is that person's spouse, civil partner, and any children under the age of 18;
- (f) an employee or director in relation to a Departing Employee Shareholder or a Departing Original Shareholder is a **"Good Leaver"** if he is ceasing to be, and no longer continuing as, a director or employee of any Group Company by reason of:
  - (i) injury, ill-health or disability (evidenced to the satisfaction of the Directors);
  - (ii) injury, ill-health or disability (evidenced to the satisfaction of the Directors) of a Dependant;
  - (iii) death;
  - (iv) death of a Dependant;
  - (v) termination of a Departing Employee Shareholder's employment by any Group Company where the termination amounts to unfair dismissal and/or wrongful dismissal as shall have been finally determined by a court or tribunal of competent jurisdiction to which no right of appeal lies except where such finding is for a technical or procedural reason and the Departing Employee Shareholder's award of damages is nominal;
  - (vi) resignation, where within 12 months of the cessation date, he or she is not in breach of any covenant or covenants given in favour of any Group Company which may apply for a period following such cessation; or
  - (vii) any other reason which the Directors consider justify him being treated as a Good Leaver; and
- (g) an employee or director in relation to a Departing Employee Shareholder or a Departing Original Shareholder is a **"Bad Leaver"** if he or she is ceasing to be, and no longer continuing as, a director or employee of any Group Company for a reason that does not make him or her a Good Leaver.

#### 45 TAG ALONG

- 45.1 If the effect of any proposed transfer of Shares would be a Sale, the intending transferor of such Shares may not complete that transfer unless it has first procured the proposed acquirer under the Sale to make an offer (the **"Tag Offer"**) to buy from all the other Shareholders all

the Shares held by them, together with all their interests in such Shares, in accordance with this Article 45.

45.2 The Tag Offer must be in writing and specify:

- (a) that the proposed acquirer under the Sale is offering to buy from all the other Shareholders all the Shares held by them together with all their interests in such Shares, in accordance with this Article 45;
- (b) the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;
- (d) that it is open for acceptance for a period which must be not less than 10 Business Days;
- (e) that the offeree Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to title to the Shares transferred; and
- (f) no other terms or conditions that are less favourable for the offeree Shareholder than under the proposed Sale.

45.3 If any offeree Shareholder fails to transfer his Shares pursuant to the Tag Offer which he has accepted, the provisions of Article 43.12, with appropriate modifications, apply.

45.4 The purchase of Shares pursuant to the Tag Offer is not subject to any of the other restrictions on transfer of Shares under these Articles.

45.5 No Tag Offer need be made if a Drag along Notice has been served under Article 46.

## **46 DRAG ALONG**

46.1 If the effect of any proposed transfer of Shares would be a Sale, the intending transferor of such Shares has the right to give notice to all the other Shareholders requiring them to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale (the "**Drag along Notice**") in accordance with this Article 46.

46.2 The Drag along Notice must be in writing and specify:

- (a) that those Shareholders are required to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale, in accordance with this Article 46;
- (b) the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;
- (d) that the other Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to title to the Shares transferred;
- (e) no other terms or conditions that are less favourable to the other Shareholder than under the proposed Sale; and

- (f) that the other Shareholder may give notice to the intending transferor within the next 10 Business Days that he wishes to sell his Shares voluntarily as part of the proposed Sale.

- 46.3 If any of those other Shareholders fails to transfer his Shares pursuant to the Drag along Notice, the provisions of Article 43.12, with appropriate modifications, apply.
- 46.4 The purchase of Shares pursuant to the Drag along Notice is not subject to any of the other restrictions on transfer of Shares under these Articles.

#### **47 DETERMINING AGREED VALUE**

- 47.1 The "**Agreed Value**" in relation to any Sale Shares shall be such price per Share as determined in accordance with the remaining provisions of this Article 47.
- 47.2 For the purpose of this Article 47, the "**Expert**" is an independent firm of accountants or valuers, which is chosen and appointed as follows. The Directors and the Selling Shareholder may agree on the identities of such firms and approve and sign their terms of engagement; but if no such firms are agreed and/or if their terms of engagement are not signed by the parties within 15 Business Days after the date on which the Directors become aware that a Transfer Notice is given or deemed given, the Directors may apply for the nomination and appointment of such firms, and/or for the determination of their terms of engagement, by the President for the time being of the Institute of Chartered Accountants in England and Wales. If either the Selling Shareholder or the Directors on behalf of the Company fail to sign reasonable terms of engagement of the firms nominated by the said President within five Business Days after the date they are sent those reasonable terms, the nominated firms shall be deemed to have been appointed and shall be permitted to act upon such terms of engagement as if they had been signed by each of the parties.

##### **Value of Sale Shares being Ordinary Shares**

- 47.3 In relation to an Ordinary Share, the Agreed Value shall be:
  - (a) as agreed between the Directors and the Selling Shareholder within five Business Days after the date on which the Directors become aware that a Transfer Notice is given or deemed given; or
  - (b) failing such agreement as described in Article 47.3, the average of the two valuations as certified by two Experts in accordance with the provisions of this Article.
- 47.4 If the Directors and the Selling Shareholder are unable to agree the Agreed Value pursuant to Article 47.3, the Directors and the Selling Shareholder shall each appoint an Expert to certify the Agreed Value of the Sale Shares. The Experts shall be directed:
  - (a) to assume that the Sale Shares are being sold and purchased by a willing seller and a willing buyer; and
  - (b) the valuation to be the value of the Sale Shares as at the date on which the Transfer Notice is given or deemed given; and
  - (c) if it be the case, to take account of the fact that the Sale Shares represent a minority holding; and otherwise
  - (d) to take into account such factors and circumstances as they (or each of them) in their absolute discretion consider relevant.
- 47.5 The Agreed Value shall then be the average value of the Directors' Expert's certified value and the Selling Shareholder's Expert's certified value.
- 47.6 On appointment, each Expert shall be requested to deliver its certificate of the Agreed Value of the Sale Shares in writing to the Company, so that the Company receives it within 25

Business Days of the appointment. As soon as the Company receives the certificates it shall send a copy of it to the Selling Shareholder.

- 47.7 Each Expert shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 47.8 Each Expert may have access to all accounting records or other relevant Documents of the Company, subject to any confidentiality restrictions.
- 47.9 The Directors and the Selling Shareholder shall bear the cost of obtaining their respective Expert's certificate, except that if the Selling Shareholder, within 12 months of revoking a Transfer Notice under Article 43.9, gives a further Transfer Notice, the cost of obtaining both Expert's certificate in relation to such further Transfer Notice shall be borne wholly by the Selling Shareholder.

#### **Value of Sale Shares being Founder Shares**

- 47.10 In relation to a Founder Share, the Agreed Value shall be £X derived from the following formula:

$$\frac{[(A \times 3) + (B \times 2) + (C) \times D] + E}{3} = \text{£X}$$

#### **WHERE**

A = pre- tax profits of the Company in the financial year preceding the financial year in which the date of the Transfer Notice occurs;

B = pre- tax profits of the Company in the financial year immediately preceding the year of A;

C = pre- tax profits of the Company in the financial year immediately preceding the year of B;

D = the number of Founder Shares held by the Founder immediately prior to the Transfer Notice; and

E = the net assets of the Company at the date of the Transfer Notice

- 47.11 In the event that the Selling Shareholder and the Company are unable to agree the value of the net assets and/or the pre-tax profits of the Company for the purposes of the calculation in Article 47.10 within 10 Business Days of good faith negotiations then the Company shall appoint an Expert of its choosing to determine those values. The Expert so appointed shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

#### **Value of Sale Shares being E Shares**

- 47.12 In relation to an E Share, the Agreed Value shall be the nominal value of the E Share or if higher the Original Price.

### **TRANSMISSION OF SHARES**

#### **48 TRANSMISSION OF SHARES**

- 48.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.
- 48.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:
- (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and

- (b) subject to the Articles and in particular Article 48.3, and pending any transfer of the Shares to another person, has the same rights as the Holder had.

48.3 Subject only to Article 22.2 Transmittees do not have the right and shall not be entitled to:

- (a) receive notice of, attend or speak at any general meeting of the Company or of any class of those Shares; or
- (b) exercise any voting rights attaching to the Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise,

even if they become the Holders of those Shares.

#### **49 EXERCISE OF TRANSMITTEES' RIGHTS**

49.1 Transmittees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.

49.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.

49.3 *Any transfer made or executed under this Article 49 is subject to the Articles and is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.*

#### **50 TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name, or the name of any other person nominated under Article 48.2 has been entered in the register of members.

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **51 PROCEDURE FOR DECLARING DIVIDENDS**

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

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

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

51.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, 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.

51.5 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 arrear.

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

51.7 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.



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

52.1 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 in writing;
- (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 in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
- (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.

52.2 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 Transmittree.

## **53 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY**

53.1 If:

- (a) a Share is subject to the Company's Lien; and
- (b) the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice.

53.2 Money so deducted must be used to pay any of the sums payable in respect of that Share.

53.3 The Company must notify the Distribution Recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
- (c) how the money deducted has been applied.

## **54 NO INTEREST ON DISTRIBUTIONS**

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

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the Holder of that Share and the Company.

**55 UNCLAIMED DISTRIBUTIONS**

55.1 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.

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

55.3 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.

**56 NON-CASH DISTRIBUTIONS**

56.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

56.2 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.

**57 WAIVER OF DISTRIBUTIONS**

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

58.1 Subject to the Articles, 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.
- 58.2 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.
- 58.3 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.
- 58.4 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.
- 58.5 Subject to the Articles, the Directors may:
- (a) apply Capitalised Sums in accordance with Articles 58.3 and 58.4 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 58 (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 58.

#### PART 4

##### DECISION-MAKING BY SHAREHOLDERS

##### ORGANISATION OF GENERAL MEETINGS

#### 59 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 59.1 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.
- 59.2 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.
- 59.3 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.
- 59.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other as long as they can all hear and speak to each other.
- 59.5 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.

**60 QUORUM FOR GENERAL MEETINGS**

- 60.1 No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 60.2 Three persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder (but not including for this purpose proxies or corporate representatives of the same Shareholder), shall be a quorum.

**61 CHAIRING GENERAL MEETINGS**

- 61.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 61.2 If the Directors have not appointed a Chair, or if the Chair 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 Chair of the meeting must be the first business of the meeting.
- 61.3 The person chairing a meeting in accordance with this Article 61 is referred to as the “**Chair of the meeting**”.

**62 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

- 62.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 62.2 The Chair of the meeting may 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 particular general meeting.

**63 ADJOURNMENT**

- 63.1 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 Chair of the meeting must adjourn it.
- 63.2 The Chair 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 Chair 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.
- 63.3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 63.4 When adjourning a general meeting, the Chair 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.

- 63.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:
- (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.
- 63.6 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**

#### **64 VOTING: GENERAL**

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.

#### **65 ERRORS AND DISPUTES**

- 65.1 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.
- 65.2 Any such objection must be referred to the Chair of the meeting, whose decision is final.

#### **66 POLL VOTES**

- 66.1 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.
- 66.2 A poll may be demanded at any general meeting by:
- (a) the Chair of the meeting; and
  - (b) a person having the right to vote on the resolution.
- 66.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
  - (b) the Chair of the meeting consents to the withdrawal,
- and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 66.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

#### **67 CONTENT OF PROXY NOTICES**

- 67.1 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 in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting.

- 67.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 67.3 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.
- 67.4 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.

## **68 DELIVERY OF PROXY NOTICES**

- 68.1 A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company:
  - (a) in the case of a meeting or adjourned meeting, at least 48 hours before the time for holding the meeting or adjourned meeting;
  - (b) in the case of a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for the taking of the poll; and
  - (c) in the case of a poll taken not more than 48 hours after it was demanded, by the time at which it was demanded,
 or any lesser time that the Directors may specify.
- 68.2 In calculating the periods mentioned in Article 68.1 no account shall be taken of any part of a day that is not a Business Day.
- 68.3 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.
- 68.4 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.
- 68.5 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.
- 68.6 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.

## **69 AMENDMENTS TO RESOLUTIONS**

- 69.1 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 Chair of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 69.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- (a) the Chair 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.
- 69.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

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

- 70.1 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 Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 70.2 The Company may send or supply Documents or information to Shareholders by making them available on a website.
- 70.3 Subject to the Articles, any notice or Document or other information 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 or other information for the time being.
- 70.4 A Director may agree with the Company that notices or Documents or other information 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.
- 70.5 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the Document or information was sent or supplied; and

- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later), when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 70.5, no account shall be taken of any part of a day that is not a Business Day.

- 70.6 Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent. Proof that a notice or other Document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other Document was sent.

## **71 COMPANY SEALS**

- 71.1 Any common seal of the Company may only be used by the authority of the Directors.
- 71.2 The Directors may decide by what means and in what form any common seal is to be used.
- 71.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed at least by:
- (a) two Authorised Persons; or
  - (b) one Authorised Person in the presence of a witness who attests the signature.
- 71.4 For the purposes of this Article 71, an "**Authorised Person**" is:
- (a) any Director of the Company;
  - (b) the Company secretary (if any); or
  - (c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is affixed.

## **72 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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

## **73 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The Directors may decide to 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 or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

## **WINDING UP**

## **74 WINDING UP**

- 74.1 If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability.



## DIRECTORS' INDEMNITY AND INSURANCE

### 75 INDEMNITY

- 75.1 Subject to Article 75.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer may be indemnified out of the Company's assets (including by funding any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in connection with:
- (a) any negligence, default, breach of duty or breach of trust in relation to the company of which he is a relevant officer;
  - (b) the Company's, or any of its associated companies', activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
  - (c) the actual or purported execution and/or discharge of his duties.
- 75.2 This Article 75 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.
- 75.3 In this Article 75 a "**relevant officer**" means any director or other officer of the Company or of an associated company of the Company, but excluding any person engaged by that company as auditor.

### 76 INSURANCE

- 76.1 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.
- 76.2 In this Article 76:
- (a) 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 of the Company, or a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested; and
  - (b) a "**relevant officer**" means any current or former director or other officer of the Company or of an associated company of the Company (but excluding any person engaged by that company as auditor) or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested.