

**Company No. 05786060**

## **Written Resolution of Ragdoll Worldwide Limited**

**Circulation Date:** 28 September 2012

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, it is proposed that the following resolution (the "**Resolution**") be passed as a special resolution of Ragdoll Worldwide Limited (the "**Company**")

### **Special Resolution**

THAT the regulations in the form of the document attached to this resolution be and are hereby adopted as the articles of association of the Company in substitution for and to the exclusion of all other articles of association with immediate effect

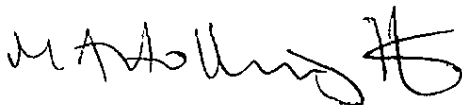
*Please read the Notes below before signifying your agreement to the Resolution*

The undersigned, being the eligible members (as defined in Section 289 of the Companies Act 2006) entitled to vote on the Resolution on the circulation date specified above, hereby irrevocably agree to the Resolution



**For and on behalf of BBC Worldwide Limited**

Dated 28 September 2012



**For and on behalf of Ragdoll Limited**

Dated 28 September 2012

WEDNESDAY



A30 \*A21MBKAP\* 06/02/2013 #57  
COMPANIES HOUSE

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by attaching a scanned copy of the signed document to an email and sending it to [carlton.durrant@ffw.com](mailto:carlton.durrant@ffw.com) Please enter "Written Resolution – RWL" in the email subject box
- 2 If you do not agree to the Resolution, you do not need to do anything and you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless sufficient agreement has been received for the Resolution to be passed within 28 days of the circulation date stated at the head of this document, they will lapse If you agree to the Resolution, please ensure that your agreement reaches us before this date
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

No. 5786060

Company Limited by Shares

# Articles of Association of Ragdoll Worldwide Limited

(Adopted on 28<sup>th</sup> September 2012)

## Preliminary

1 In these Articles the following expressions have the following meanings

"Act" means the Companies Act 2006,

"A Shareholder" means the holder of the A Shares,

"A Shares" has the meaning given in article 4,

"Associate" of a person means (i) if that person is a company, any member of that person's Group or a Connected Body Corporate of that person, and/or (ii) if that person is a company or a natural person, any company directly or indirectly Controlled by that person,

"Board" means the board of directors of the Company for the time being, or a quorum of such directors at a Board Meeting,

"Board Meeting" means a duly convened meeting of the Board,

"B Shareholder" means the holder of the B Shares,

"B Shares" has the meaning given in article 4,

"Company" means Ragdoll Worldwide Limited, incorporated in England and Wales with registered number 5786060,

"company" means a body corporate, wherever incorporated,

"Connected Body Corporate" of a company means, a body corporate that is connected with that company within the meaning of section 1122(2) of the Corporation Tax Act 2010,

"Control" means, in relation to a company, the power of a person to secure that the company's affairs are conducted in accordance with the wishes of that person (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other company, or (ii) by virtue of any powers conferred by the articles of association or any other document regulating that or any other company, and "Controlled" and "Controller" shall be construed accordingly, and a "Change of Control" shall occur if a person who Controls any company ceases to do so, or if another person acquires Control of it, and, in addition, if the B Shareholder or any Parent Undertaking of the B Shareholder shall acquire an Excluded Genre Person in circumstances where the acquirer issues shares representing more than 50 per cent of the voting and/or dividend and/or capital rights in the acquirer, Control of that B Shareholder or Parent Undertaking (as the case may be) shall be regarded as having been acquired by an Excluded Genre Person,

**"Excluded Genre"** means any activity involving (i) material which can reasonably be considered to constitute pornography, (ii) material produced on behalf of or directly to promote or commissioned by, a political party and/or lobby group, (iii) material produced on behalf of, or directly to promote or commissioned by, any religious organisation, and/or (iv) material which might reasonably be considered to risk (A) bringing the A Shareholder and/or its Parent Undertaking into disrepute by undermining its/their core principles, standards or ethics, or (B) bringing the B Shareholder into disrepute by undermining the B Shareholder Core Values and the **"B Shareholder Core Values"** means those core values as are agreed in writing from time to time between the B Shareholder and the A Shareholder,

**"Excluded Genre Person"** means any person

- (a) who is a Restricted Person, or
- (b) who has an Associate that is a Restricted Person,

and in either case where the A Shareholder can demonstrate that the A Shareholder and/or the Parent Undertaking of the A Shareholder is suffering or can reasonably be expected to suffer reputational damage as a result of that person being or becoming (i) the B Shareholder, (ii) the Controller of the B Shareholder, or (iii) an Associate of the B Shareholder or such Controller. In demonstrating any such actual or expected reputational damage, unless the A Shareholder in its absolute discretion agrees otherwise, the A Shareholder and its Parent Undertaking shall be deemed to suffer or be expected to suffer reputational damage if the Excluded Genre activity in which the Restricted Person is or has been involved in falls within paragraphs (i), (ii) or (iii) of the definition of Excluded Genre.

**"Fair Value"** means, in respect of shares to be transferred in accordance with these Articles, such sum as the transferor and transferee agree in writing or otherwise such sum as such person as shall be appointed on the application of either member by the President for the time being of the Institute of Chartered Accountants in England and Wales shall, at the request of either member, certify as being the fair value of the shares to be sold as between a willing buyer and a willing seller on a going concern basis and on the assumption that the value to be given to such shares shall be such proportion of the market value of the Company as such shares bear to the whole of the issued share capital of the Company (in so certifying, such person as shall have been appointed as aforesaid shall be deemed to be acting as an expert and not as an arbitrator and their certificate shall be conclusive and binding on the members, who shall pay the costs and expenses of giving the certificate in equal shares),

**"Group"** means, in relation to any company, that company and any other company which, at the relevant time, is its Parent Undertaking or Subsidiary Undertaking or a Subsidiary Undertaking of such Parent Undertaking, and **"member of a Group"** shall be construed accordingly,

**"Parent Undertaking"** has the meanings given to that expression by section 1162 of the Act,

**"Restricted Person"** means, at a given time, any person

- (a) who at such time is directly involved, or within the 24 (twenty-four) months immediately preceding such time has been directly involved, in any activity falling within an Excluded Genre, and/or
- (b) whose business involves or has in the past involved the repeated undertaking of any criminal activity

any "shareholders' agreement" means any agreement that may be in force from time to time between the Company and its shareholders and which relates (in whole or in part) to the management of the business of the Company and/or the rights and obligations of each shareholder in its capacity as a shareholder of the Company,

"shares" means any shares of any class in the capital of the Company in issue from time to time, and "Shareholder" means the holder of any shares,

"Subsidiary Undertaking" has the meanings given to that expression by section 1162 of the Act, and

"Table A" means the regulations contained in Table A as defined in section 8 of the Companies Act 1985 (including the amendments applicable to private companies limited by shares made pursuant to The Companies (Tables A to F) (Amendment) Regulations 2007 and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007))

- 2 The following articles and (subject to their provisions) the regulations contained in Table A constitute the articles of association of the Company (these "Articles") In regulation 1 of Table A the words "and the Company's bespoke articles" shall be deemed to be added after the words "these regulations" in each place where they occur
- 3 Regulations 24, 26, 30, 37, 40, 50, 54, 64, 73 to 80 (inclusive), 85, 86, 87, 89, 90, 94 to 98 (inclusive) and 110 of Table A shall not apply to the Company

## Shares

- 4 Save as expressly provided in these Articles, the A ordinary shares of £0 10 each ("A Shares") and the B ordinary shares of £0 10 each ("B Shares") shall carry the same rights in all respects but shall constitute separate classes of shares The A Shares and the B Shares as a class shall each be entitled to one half of any amounts distributed by the Company by way of dividend regardless of the number of shares in the relevant class that may be in issue on the record date for such dividend
- 5 Further issues of shares
- 5 1 Save to the extent authorised from time to time by ordinary resolution of the members, the Board shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company
- 5 2
  - (a) In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the Company has first offered them to all members on the date of the offer on the same terms, and at the same price, as those equity securities are proposed to be offered to such other person on a *pari passu* basis and *pro rata* to the nominal value of shares held by those members (as nearly as possible without involving fractions)
  - (b) The offer

- (i) shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and
- (ii) may stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe
- (c) Any equity securities not accepted by members pursuant to the offer made to them in accordance with articles 5 2(a) and 5 2(b) shall be used for satisfying any requests for Excess Securities made pursuant to article 5 2(b)(ii) If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him) After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members

5 3 Subject to these 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 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

## 6 Variation of class rights

- (a) Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with article 6(b) The rights attached to each class of share shall be deemed to be varied by the issue of any further shares or by the alteration of these Articles
- (b) The consent of the holders of a class of shares may be given by
  - (i) a special resolution passed at a separate general meeting of the holders of the issued shares of that class, or
  - (ii) a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise To every such meeting, all the provisions of these Articles and the Act relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll If at any adjourned meeting of such holders such a

quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum

#### **Lien**

- 7 Without prejudice to the provisions of regulation 8 of Table A, the Company shall also have a first and paramount lien on all the shares registered in the name of any member (whether solely or jointly with others), to the extent not fully paid up, for all moneys (whether presently payable or not) due to the Company from him or his estate, whether solely or jointly with any other person (whether a member or not) and whether the debt in respect of which the moneys are due was incurred before or after notice to the Company of any equitable or other interest of any person other than the member. The Company's lien on an unpaid or partly paid share shall extend to all dividends or other moneys payable thereon or in respect thereof. The directors may wholly or partially exempt any share from the provisions of this article upon such terms as they may think fit.

#### **Transfer of Shares**

- 8 No member may transfer any share except in accordance with articles 15, 16 or 17 or in accordance with any shareholders' agreement. Any purported transfer in breach of this article 8 shall be of no effect.
- 9 References in article 8 to a transfer of any share include a transfer of a grant of any interest in any share or of any right attaching to any share, whether by way of sale, gift, holding or trust, charge, mortgage or pledge, or in any other way, and whether at law or in equity, and also include an agreement to make any such transfer of grant or to exercise the voting rights attaching to a share at the direction of any third party. For the avoidance of doubt, negotiating with a third party for the sale of any share shall not in itself constitute a transfer of that share.
- 10 The directors shall refuse to register a transfer of shares prohibited by or not effected in accordance with these articles, and a transfer of shares to a minor, a bankrupt or a person of unsound mind.
- 11 The directors may from time to time require any member, or any person becoming entitled to shares on a transmission of those shares, or in the case of any proposed transfer, any proposed transferee, to supply to the Company such information as they may reasonably think relevant for the purpose of determining whether (a) there has been a breach of these Articles or any shareholders' agreement, or (b) (as the case may be) the proposed transfer is permitted under these Articles. Unless that information is supplied within thirty (30) days of the request, the directors may declare the shares in question to be subject to the restrictions set out in section 454 of the Companies Act 1985 or (as the case may be) may refuse to register the relevant transfer.
- 12 Unless under these Articles or any shareholders' agreement the directors have an express discretion or are obliged to refuse to register the transfer of any share, the directors shall register any transfer permitted by or effected in accordance with these Articles within thirty (30) days of the following being lodged at the office or such other place as the directors may appoint:
- (a) the duly stamped transfer, and
  - (b) the certificate(s) for the shares to which the transfer relates or an indemnity in lieu of the certificate(s) in a form reasonably satisfactory to the directors.

- 13 Any A Share transferred to the holder of B Shares shall, on the registration of that transfer, be redesignated as a B Share and any B Share transferred to a holder of A Shares shall, on the registration of that transfer, be redesignated as an A Share
- 14 A person becoming entitled to a share by transmission may, upon such evidence being produced as the directors may properly require, elect by notice to the Company to become the holder of that share but shall have no right to have any person nominated by him registered as the transferee

#### **Permitted Transfers**

- 15 A transfer of any share, other than one which in accordance with these Articles is declared to be subject to the restrictions set out in section 454 of the Companies Act 1985, may, unless otherwise provided in these Articles, be made at any time in the following cases
- (a) any Shareholder may transfer the whole of the legal and beneficial interest in all (but not some only) of its shares to any person with the prior written consent of the other Shareholder and subject to the fulfilment of any conditions relating to the basis on which any such consent is given, and
  - (b) a Shareholder may transfer the whole of its legal and beneficial interest in all (but not some only) of its shares to any member of its Group provided that
    - (i) such proposed transferee is not, in the reasonable opinion of the other Shareholder, an Excluded Genre Person, and
    - (ii) such transfer is made conditional on the transferee undertaking to the other Shareholder that the transferee will transfer the whole of the legal and beneficial interest in such shares to the original transferring Shareholder or another member of that original transferor's Group (such member not being, in the reasonable opinion of the other Shareholder, an Excluded Genre Person) immediately prior to such transferee ceasing to be a member of that original transferor's Group, and
    - (iii) where it is the B Shareholder wishing to transfer its B Shares and the articles of association of the B Shareholder contain Restricted Transfer Provisions, such transfer of B Shares under this article 15(b) is made conditional upon (A) the articles of association of the B Shareholder being amended to contain equivalent Restricted Transfer Provisions in favour of the A Shareholder, and (B) the transferee providing an undertaking to the A Shareholder that in the event such equivalent Restricted Transfer Provisions are subsequently removed from the articles of association of the transferee, the transferee will retransfer the whole of the legal and beneficial interest in such shares to the original transferring Shareholder or another member of that original transferor's Group (such member not being, in the reasonable opinion of the A Shareholder, an Excluded Genre Person) whose articles of association contain equivalent Restricted Transfer Provisions, immediately following such change being made to its articles of association

For the purposes of sub-paragraph (i) above, prior to making any transfer under this article 15(b), the proposed transferor shall provide, or procure the provision, to the Company and the other Shareholder of such information regarding the present and past activities of the proposed transferee and its Associates as may be reasonably required by the other Shareholder and the Board to determine whether such proposed transferee



is an Excluded Genre Person. The other Shareholder shall have 30 days from the date on which such information is received by that Shareholder to notify the Company and the proposed transferor as to whether, in its reasonable opinion, the proposed transferee is an Excluded Genre Person. If the other Shareholder fails to give such notification during such period, the proposed transferee shall be deemed not to be an Excluded Genre Person. No transfer can be made under this article 15(b) until the earlier of (A) the expiry of such 30 day period where the proposed transferee is deemed not to be an Excluded Genre Person, and (B) the date of the other Shareholder confirming in writing to the proposed transferor and the Board that the proposed transferee is not an Excluded Genre Person.

For the purposes of sub-paragraph (iii) above, "**Restricted Transfer Provisions**" means regulations in the articles of association of the B Shareholder providing that shares in the B Shareholder cannot be transferred to a third party who in the reasonable opinion of the A Shareholder is considered to be an Excluded Genre Person.

#### **Transfer of Shares to the other Shareholder or a nominated purchaser**

16 No share shall be transferred (save for a transfer in accordance with article 15 or article 17) except as provided in this article 16

- (a) A member (the "**retiring member**") who wishes to transfer or otherwise dispose of any interest in all or any of the shares registered in his name shall give written notice (a "**sale notice**") to the other member (the "**continuing member**") offering to sell to the continuing member (or such other person as the continuing member may nominate in writing (the "**nominated purchaser**") the whole legal and beneficial interest in all (but not part only) of the shares then registered in the name of the retiring member at the prescribed price ascertained in accordance with the provisions of article 16(b). The offer made by a sale notice shall remain open for acceptance for the period (the "**offer period**") expiring 30 days after the service of the sale notice or the ascertainment of the prescribed price for the shares comprised in the sale notice (whichever is the later).
- (b) The prescribed price for the shares comprised in a sale notice shall be the price stated in the sale notice as the price which the retiring member is prepared to accept, unless within 21 days after the service of the sale notice the continuing member gives written notice to the retiring member that the stated price is unacceptable to the continuing member or the nominated purchaser (as the case may be), in which event the prescribed price shall be the Fair Value of the shares comprised in the sale notice.
- (c) If the offer made by a sale notice is accepted by the continuing member or nominated purchaser (as the case may be) during the offer period by notice in writing to the retiring member, the sale of the whole legal and beneficial interest in the shares comprised in the sale notice shall be completed in accordance with article 18. If such notice in writing to the retiring member is given by a nominated purchaser, the nominated purchaser shall at the same time as giving such notice, provide the retiring member with a deed duly executed by it under which the nominated purchaser agrees to be bound by the terms of article 18 as the "**buyer**" (as defined in article 18) of the "**Transfer Shares**" (as defined in article 18).
- (d) If the offer made by a sale notice is not accepted by the continuing member(s) during the offer period, the retiring member may, within 30 days after the expiry of the offer period

- (i) transfer one share to any other person, and
- (ii) convene a general meeting of the Company, in the same manner as nearly as possible as that in which meetings may be convened by the directors, for the purpose of proposing, as a special resolution, a resolution for winding-up the Company and appointing a liquidator

If the resolution is not duly passed within 90 days after the expiry of the offer period, any person to whom a share is so transferred shall transfer the same back to the retiring member, and any one director shall for this purpose have power to sign an instrument of transfer on behalf of that person

- (e) Notwithstanding anything contained in these Articles, at any general meeting convened under article 16(d)
  - (i) any two members present in person or by proxy shall be a quorum, and
  - (ii) the retiring member (whether present in person or by proxy) shall on a poll have five votes for each share registered in its name (and each other member shall have one vote for each share registered in its name)

## Change of Control

17

17 1 If the A Shareholder, within 40 business days after the A Shareholder becomes aware of a Change of Control of the B Shareholder or the Parent Undertaking of the B Shareholder, considers that the person who has acquired Control of the B Shareholder or such Parent Undertaking (the "**New Controller**") may be an Excluded Genre Person, the A Shareholder may require the B Shareholder to deliver to it a letter from the B Shareholder and also from the New Controller addressed to the A Shareholder which shall either (a) confirm that, to the best of the knowledge and belief of the New Controller and the B Shareholder, the New Controller is not (and none of its Associates is) a Restricted Person or (b) explain in reasonable detail why in the opinion of the New Controller it and/or any of its Associates is a Restricted Person. The A Shareholder shall be entitled to rely on any statement made in that letter in exercising its rights under these Articles. The B Shareholder shall promptly and in any event within five business days of any such request provide to the A Shareholder such other information within its possession or under its control as the A Shareholder may reasonably require to determine whether such New Controller is an Excluded Genre Person. If the New Controller has confirmed itself (or any of its Associates) to be a Restricted Person and the A Shareholder can demonstrate within 15 business days of receipt of such letter that the New Controller is an Excluded Genre Person, or if the A Shareholder can demonstrate within 15 business days of receipt of such letter (or receipt of such information) that the New Controller is an Excluded Genre Person, then the A Shareholder may serve a notice (an "**Excluded Genre Person Notice**") confirming that such New Controller is an Excluded Genre Person. If the A Shareholder does not serve an Excluded Genre Person Notice within such period, or serves an Excluded Genre Person Notice in circumstances where it is not entitled to do so in accordance with the provisions of article 17, then the New Controller shall (whether or not it or any of its Associates is a Restricted Person) be deemed not to be an Excluded Genre Person and the foregoing provisions of this article and the provisions of article 17 2 shall not apply.

17 2 If any person who the A Shareholder can demonstrate in accordance with article 17 1 is an Excluded Genre Person acquires Control of the B Shareholder or Control of any Parent Undertaking of the B Shareholder, the A Shareholder may within the period commencing on the

date that the A Shareholder becomes aware of the Change of Control and ending on the later of the 60th business day after such date or the 20th business day after the day on which BBCW serves an Excluded Genre Person Notice in accordance with article 17 1, by written notice delivered to the B Shareholder require the B Shareholder to sell all (but not some only) of the B Shares to the A Shareholder (or to such person (not being an Excluded Genre Person) as the A Shareholder may direct ("**Nominated Purchaser**")) at Fair Value (a "**Purchase Notice**") If a Purchase Notice is so given, the B Shareholder shall be bound to sell, and the A Shareholder (or the Nominated Purchaser, as the case may be) shall be bound to buy, all of the B Shares and the provisions of article 18 shall apply If there is a Nominated Purchaser, at the same time as giving the Purchase Notice there shall be provided to the B Shareholder a deed duly executed by the Nominated Purchaser under which the Nominated Purchaser agrees to be bound by the terms of article 18 as the "buyer" (as defined in article 18) of the "Transfer Shares" (as defined in article 18)

- 17 3 The provisions of articles 17 1 to 17 2 (inclusive) shall apply *mutatis mutandis* in any case where the B Shareholder can demonstrate that an Excluded Genre Person (as defined in article 1 but with references to "the A Shareholder" being read and construed as references to "the B Shareholder" and references to "the B Shareholder" being read and construed as references to "the A Shareholder") has acquired Control of the A Shareholder or the Parent Undertaking of the A Shareholder In any such case, references to "B Shareholder" in the definition of "Control" in article 1 shall be read and construed as references to "A Shareholder"

#### Completion of Share Transfers

- 18 The provisions of articles 18 and 19 shall apply to the transfer of shares ("**Transfer Shares**") by one person (the "**seller**") to another (the "**buyer**") pursuant to articles 16 or 17 Completion of the transfer of the Transfer Shares ("**Transfer Completion**") shall take place at the offices of the buyer on such date as the seller and buyer may agree, but if unable so to agree on the 20th business day after the date of agreement or determination of the Fair Value of the Transfer Shares At Transfer Completion the seller shall
- (a) transfer legal and beneficial ownership in the Transfer Shares with full title guarantee and free from all encumbrances by way of a duly executed share transfer form in favour of the buyer,
  - (b) deliver to the buyer the original share certificate(s) relating to the Transfer Shares (or an indemnity, in a form satisfactory to the Board, in respect of any lost certificate), and such other documents as the buyer may reasonably require to show good title to the Transfer Shares or to enable it to be registered as the holder of the Transfer Shares, and
  - (c) deliver to the Company the formal written resignations of any directors appointed by the seller (or any of its predecessors in title to the Transfer Shares), each such resignation to take effect at Transfer Completion and acknowledging that the director has no claims on any grounds whatsoever against the Company (and/or any of its subsidiaries),

At Transfer Completion, the buyer shall pay the purchase price for the Transfer Shares by telegraphic transfer in cleared funds to the seller to such account as the seller may specify in writing for this purpose The Transfer Shares shall be sold with all rights that attach, or may in the future attach, to them (including the right to receive all dividends and distributions declared, made or paid on or after the date of agreement or determination of the Fair Value of the Transfer Shares The buyer shall not be obliged to complete the transfer of any of the Transfer Shares unless the transfer of all of the Transfer Shares is completed simultaneously

- 19 If the seller fails to complete the transfer of Transfer Shares as required under article 18 and provided that the Company has received the purchase monies from the Buyer in cleared funds as contemplated by paragraph (a) below
- (a) the buyer may nominate any director to execute and deliver on the seller's behalf the necessary transfer of the Transfer Shares and the Company may receive the purchase moneys for the Transfer Shares in trust for the seller (but without having to account to the seller for interest) and cause the buyer to be registered as the holder of the Transfer Shares,
  - (b) any directors appointed by the seller (or any of its predecessors in title to the Transfer Shares) shall not after the date on which the seller has first failed to comply with the requirements of article 18 be entitled to vote at any Board Meeting nor required to comprise part of any quorum for a Board Meeting, and
  - (c) the receipt of the Company for the purchase moneys in respect of the Transfer Shares shall be a good discharge to the buyer (which shall not be bound to see to the application thereof) and after the buyer has been registered in purported exercise of such powers, the validity of the proceedings shall not be questioned by the seller or any other person

#### **General Meetings**

- 20 The directors may call general meetings and, on the requisition of members pursuant to provisions of the Act, shall immediately proceed to convene an extraordinary general meeting within 21 days of receipt of a valid requisition for a date not later than 28 days from the date of the notice convening the meeting. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting
- 21 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum shall, save as otherwise provided in any shareholders' agreement, be two members present in person or by proxy, of whom one shall be a holder of A Shares and one shall be a holder of B Shares
- 22 On a show of hands each holder of A Shares or B Shares present in person shall have one vote and on a poll each holder of A Shares or B Shares present in person or by proxy shall have one vote for each class of shares (being either A Shares or B Shares) held by him, save as provided in any shareholders' agreement
- 23 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a second or casting vote
- 24 [INTENTIONALLY BLANK]

#### **Number of Directors**

- 25 The number of directors shall be not less than two nor more than six

#### **Appointment and removal of Directors**

- 26 The members shall prescribe the class of shareholder by whom each of the first directors or any other director holding office on the date of the adoption of these articles is deemed to have been

appointed, and each such director shall be deemed to have been appointed in accordance with the provisions of the next following article by the class of shareholder so prescribed

- 27 The A Shareholder shall be entitled to appoint not more than two persons willing to act to be directors and the B Shareholder shall be entitled to appoint not more than three persons willing to act to be directors. Persons appointed by the A Shareholder shall be referred to as "**A Directors**". Persons appointed by the B Shareholder shall be referred to as "**B Directors**". The A Shareholder and the B Shareholder respectively shall be entitled to remove from office any director appointed by him, without prejudice to any claim for damages the director may have for breach of any contract of service between him and the Company, and to appoint another director in the place of any director appointed by him who for any reason ceases to be a director. Every such appointment or removal shall either
- (a) be in writing signed by or on behalf of all or a majority of the holders of the class of shares concerned and shall take effect upon delivery at the registered office of the Company, or
  - (b) be in the form of a statement made by or on behalf of all or a majority of the holders of the class of shares concerned sent to the Company using electronic communications at such address (which may include any number or address used for the purposes of such communications) as the Company may for the time being have specified for the purpose and shall take effect upon transmission
- 28 Subject to the provisions of the Act and of any shareholders' agreement, the directors may appoint an individual (who need not be a director) to the office of chief executive or to any other executive office under the Company and may enter into an agreement or arrangement with such individual for his or her employment by the Company. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such individual for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.
- 29 Paragraph (e) of regulation 81 of Table A shall not apply to the Company.
- 30 The directors may pay, or agree to pay, gratuities, pensions and other retirement, superannuation, death or disability benefits to any director or former director, to any member of his family (including a spouse or former spouse) or to any person who is or was dependent on him, and may contribute to any scheme or fund and pay premiums for the purchase or provision of any such benefits.

#### **Proceedings of Directors**

- 31 The directors (including alternate directors), or any of them, may participate in or form a meeting of the directors by means of a conference telephone or any communication equipment which allows all the participants to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be counted in the quorum and be entitled to vote accordingly. The meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present.
- 32 Each director entitled to participate at a meeting of the directors shall be entitled to cast one vote on any resolution tabled (plus one vote for each director that he or she is acting as alternate for at such meeting). A resolution tabled at a meeting of the directors (or by way of written resolution of directors) shall be duly passed by way of a simple majority of the votes cast on the

resolution being in favour of such resolution provided that, except as otherwise provided in any shareholders' agreement, such majority must include at least one A Director and at least one B Director. The chairman (if any) shall not have a second or casting vote on any resolution at a Board Meeting or on any written resolution of directors.

- 33 Subject to the provisions of any shareholders' agreement, the quorum for the transaction of the business of the directors shall be two, of whom one shall be an A Director or the alternate of an A Director and one shall be a B Director or the alternate of a B Director. No business shall be transacted at any meeting of the directors unless a quorum is present at the time when the meeting proceeds to business.
- 34 The continuing directors may at any time act notwithstanding any vacancy in their body but, if the number of directors is less than the number fixed as the quorum, the continuing directors may act for the purpose only of calling a general meeting.
- 35 Subject to the provisions of these Articles and of any shareholders' agreement, a director may as a director vote and be counted as one of the quorum upon a motion in respect of any transaction or arrangement which he enters into or makes with the Company or in which he is in any way interested.
- 36 The words "and any such document may be contained in an electronic communication and delivered to the Company using electronic communications at such address as the Company may for the time being have notified for that purpose" shall be deemed to be inserted at the end of regulation 93 of Table A.

#### **Directors' Interests (Transactional Conflicts)**

- 37 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, then
- (a) subject to the provisions of the Act, and
  - (b) provided that he has disclosed (by notice in writing to the Company (with a copy sent to all directors) or at a meeting of the directors) the nature and extent of such interest,
- that director shall, subject to the other provisions of these Articles, be entitled notwithstanding such interest to participate fully in the decision-making process for quorum and voting purposes in respect of such proposed decision. For the purposes of this article 37, references to proposed decision and decision-making process include any meeting or part of a meeting of directors.

#### **Directors' Interests (Situational Conflicts)**

- 38 For the purposes of sections 175 and 180(4) of the Act and for all other purposes, it is acknowledged that a director may be or become subject to a conflict of interest as a result of
- (a) his being nominated or appointed as director by a shareholder of the Company, and/or
  - (b) his being or having been, or being party to an agreement or arrangement or understanding under which he may become, an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or a direct or indirect investor in and/or otherwise commercially involved with or economically interested in that nominating or appointing shareholder or, as the case may be, a Connected Body Corporate of that shareholder, and/or

- (c) being or becoming a party to any transaction or arrangement with a shareholder or any Connected Body Corporate of a shareholder of the Company

39 In connection with any conflict of interest referred to or envisaged under article 38, the following shall apply in respect of the relevant director (save as otherwise provided in any shareholders' agreement)

- (a) provided that the director has disclosed (by notice in writing to the Company or at a meeting of the directors) the nature and extent of the matter giving rise to the conflict of interest, any breach or infringement of the duties owed to the Company as director arising by virtue of such conflict of interest is hereby authorised,
- (b) he shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the conflict of interest relates and, as the case may be, he shall be entitled from time to time to disclose to his appointing shareholder such information concerning the business and affairs of the Company as he shall at his discretion see fit,
- (c) he shall not be excluded from meetings of directors at which matters are discussed relating to the conflict of interest,
- (d) he shall be entitled to vote and form a part of the quorum at any such meeting,
- (e) he shall be entitled to keep confidential and not disclose to the Company or use in relation to the Company's affairs any information which comes into his possession (other than through his position as a director) as a result of such conflict of interest situation where such information is confidential as regards any third party, and
- (f) he shall not be held accountable to the Company for any benefit he derives directly or indirectly from his involvement with any person or entity referred to in article 38, and no contract relating to the Company shall be liable to be avoided on the grounds of any such profit or benefit, nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of section 176 of the Act,

and for the avoidance of doubt, a director shall not be required to seek or obtain an Authorisation in respect of a matter or situation to the extent that such matter or situation is permitted by this article 39

40 The directors shall have power and shall be enabled, subject to and in accordance with articles 40 to 44 (inclusive), to authorise (an "Authorisation") any matter (other than a matter referred to or envisaged under article 38, in respect of which article 39 applies to the exclusion of this article 40) which would or might constitute or give rise to any breach of the duty of a director under section 175 of the Act 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

41 An Authorisation may be proposed by any director or shareholder, and may be resolved upon by the directors in such manner as the directors deem at their absolute discretion to be appropriate (subject to the provisions of these Articles and the Act)

42 An Authorisation may be given subject to such terms and conditions as the directors may determine at their absolute discretion to the extent relating to a matter to which article 40 applies (including as to the period, extent and scope of the Authorisation, the director's participation in any decision-making process connected with the matter or situation to which the Authorisation relates, and requirements with respect to the disclosure of and/or access to any information or

documentation), and the relevant director shall comply with all such terms and conditions. In connection with a conflict of interest in respect of which an Authorisation is given and is subsisting, the provisions of article 39 (b) to (f) shall apply to the relevant director in respect of such conflict of interest *mutatis mutandis* to the extent not dis-applied, varied or modified by the terms and conditions of such Authorisation.

- 43 The directors may revoke or vary an Authorisation at any time, but this shall not affect anything previously done or omitted to be done by the relevant director in accordance with the terms of the Authorisation.
- 44 References in articles 38 to 46 (inclusive) to a "conflict of interest" shall include a conflict of interest and duty, and a conflict of duties, and any reference to an "interest" includes both direct and indirect interests.

#### **Directors: Managing Conflicts of Interest**

- 45 In connection with a conflict of interest referred to or envisaged under article 38 (which is authorised by virtue of article 39(a)) or any other conflict of interest in respect of which an Authorisation has been given and is subsisting, a director shall not be in breach of the general duties he owes to the Company under the Companies Act 2006 by virtue of the fact that he

- (a) abstains from voting on matters relating to the conflict of interest or possible conflict of interest will or may be discussed, or
- (b) makes arrangements not to receive, or refrains from considering, any documents relating to the conflict of interest or possible conflict of interest, or makes arrangements for a professional adviser to receive any such documents on his behalf,

for so long as he reasonably believes to be necessary or, as the case may be, for so long as required by an Authorisation. For the avoidance of doubt, this article 45 shall not require the relevant director to take any of the steps referred to in paragraphs (a) or (b) above (unless the terms and conditions of an applicable Authorisation provide otherwise).

- 46 A director shall not (save as may otherwise be agreed by him or may be determined by the directors in connection with an Authorisation) be liable to account to the Company for any remuneration, profit or other benefit resulting from any interest to which an Authorisation relates or which is otherwise permitted under article 39 or in respect of which the director has complied with the requirements of sections 177 or 182 of the Act and article 37, and no contract shall be liable to be avoided on the grounds of any such profit or benefit, nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of section 176 of the Act 2006.

#### **The Seal**

- 47 Regulation 101 of Table A shall only apply if the Company has a common seal. Whether it does or not, a share certificate may be executed under section 44 of the Act instead of being sealed.

#### **Notices**

- 48 Any notice to be given to or by any person pursuant to these Articles shall be deemed to be given personally in writing at the time of transmission if it is given by electronic communications.

#### **Indemnity**

- 49 Without prejudice to the provisions of regulation 118 of Table A and any other indemnity to which



he may otherwise be entitled, every Officer shall, to the fullest extent permitted under the Act, be indemnified out of the assets of the Company against all costs, charges, expenses or liabilities incurred by him in the exercise, execution or discharge of his powers or duties or in relation thereto including, without limitation, all liabilities attaching to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company. Subject to the provisions of the Act, the Company shall provide every Officer of the Company with funds to meet expenditure incurred or to be incurred by him in defending any proceedings, whether civil or criminal, brought against him as an Officer of the Company or in connection with any application for relief in such proceedings.

For the purposes of this article, an "Officer" is any director or other officer of the Company (other than any person (whether or not an officer of the Company) engaged by the Company as auditor).