

Company number: 06310205

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTION OF

CARBON FIBRE PREFORMS LIMITED

(passed on *14 April* 2015)

The following resolution was duly passed as a special resolution of the Company (as indicated) on *14 April* 2015 by way of written resolution in accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006.

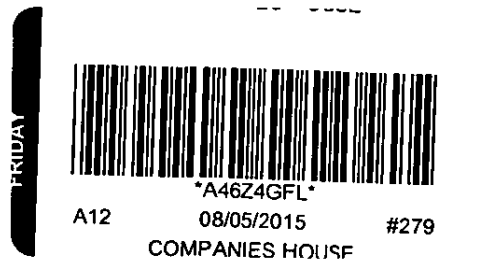
SPECIAL RESOLUTION

THAT the articles of association of the Company attached to this written resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company



Chair

Date *14 April* 2015



DATED 14 April 2015

CARBON FIBRE PREFORMS LIMITED
(company number 06310205)

ARTICLES OF ASSOCIATION
adopted on 14 April 2015

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Company number: 06310205

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
CARBON FIBRE PREFORMS LIMITED**

(adopted by special resolution passed on *14 April* 2015)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply

Act

the Companies Act 2006,

Adoption Date

the date of the adoption of these Articles by the Company,

Auditors

the auditors of the Company for the time being or if, in relation to any reference made to such auditors in accordance with these Articles, the auditors of the Company are unable or unwilling to act in connection with that reference, a chartered accountant nominated by, and engaged on terms approved by, the Directors in their absolute discretion and acting as agent for the Company and each relevant Member shall, in their absolute discretion, see fit;

Arrears

in relation to any Share, all accruals, deficiencies and arrears of any dividend payable in respect of such Share, whether or not earned or declared and irrespective of whether or not the Company has had, at any time, sufficient distributable profits to pay such dividend, together with all interest and other amounts payable on such amounts;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Change of Control

the acquisition (by any means) by a third party of any interest in any Shares if, upon completion of that acquisition, the third party together with any person connected with or acting in concert with that third party would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company;

Compulsory Transfer Notice

has the meaning given in article 10.2;

Compulsory Transfer Shares

in relation to a Relevant Member, any Shares:

- (a) held by the Relevant Member at the time of the relevant Transfer Event,
- (b) acquired by the Relevant Member after the occurrence of the relevant Transfer Event pursuant to any share option agreement or any other scheme or arrangement entered into prior to the Transfer Event,

together with, in any case, any further Shares received by the Relevant Member at any time after the relevant Transfer Event which are derived from any such Shares, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise,

Director

a duly appointed director of the Company for the time being,

Due Date

the due date or dates for payment of any dividend on the Preference Shares as set out in article 23 (as the case may be),

Eligible Director;

a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly,

Encumbrance

any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;

Fair Value

the price which the Auditors state in writing to be their opinion of the fair value of the Shares concerned, calculated on the basis that

- (a) the Fair Value is the sum which a willing buyer would agree with a willing seller on an arm's length sale to be the purchase price for the Shares concerned on a sale of the entire share capital of the Company;
- (b) no account shall be taken of the size of the holding which the relevant Shares comprise or whether those Shares represent a majority or minority interest;
- (c) no account shall be taken of the fact that the transferability of the relevant Shares is restricted under these Articles,
- (d) if the Company is then carrying on business as a going concern, it will continue to do so, and
- (e) any difficulty in applying any of the bases set out above shall be resolved by the Auditors as they, in their absolute discretion, think fit,

Family Member

in relation to any Members, the spouse or civil partner of that Member and their children (including step and adopted children) for the time being,

Group Company

the Company, any holding company of the Company and any subsidiary of such holding company, in each case for the time being,

Issue Price

in relation to any Share, the amount paid up or credited as paid up on such Share, including the full amount of any premium at which such Share was issued,

Listing

either

- (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities,
- (b) the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange, or

- (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange,

and, in any such case, such admission becoming unconditionally effective,

Member

a registered holder of an issued Share from time to time, as recorded in the register of members of the Company;

Model Articles

the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date,

Ordinary Share

an ordinary share of £1 00 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles,

Preference Share

a cumulative redeemable preference share of £1 00 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles,

Realisation

a Share Sale or a Listing,

Redemption Date

a date on which a Preference Share is due for redemption in accordance with article 4 1,

Relevant Member

a Member in respect of whom the Directors have notified the Company that an event shall be treated as a Transfer Event in accordance with article 10 1,

Relevant Security

any Share, or any right to subscribe for or convert any securities into any Share,

Sale Shares

has the meaning given in article 9 1 2(a),

Share

a Preference Share or Ordinary Share in the capital of the Company having the rights and being subject to the restrictions set out in these Articles,

Share Sale

the transfer of any interest in any Shares (whether by one transaction or a series of transactions), which results in a Change of Control,

Transfer Event

each of the events set out in article 10 1, and

Transfer Notice

a notice in accordance with article 9 that a Member wishes to transfer his Shares

1 2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company

1 3 In these Articles a reference to

1 3 1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and

- any subordinate legislation made under the statutory provision before or after the Adoption Date,
- 1 3 2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act),
- 1 3 3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists),
- 1 3 4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax,
- 1 3 5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act, and
- 1 3 6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties
- 1 4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles
- 1 5 Words importing the singular include the plural and vice versa and words importing a gender include every gender
- 1 6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible
- 1 7 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to these Articles as it applies in relation to that Act
- 1 8 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member
- 2 DIVIDENDS**
- 2 1 The Company shall, in priority to the payment of any dividend to all other Members, pay to the holders of the Preference Shares a fixed cumulative preferential dividend at the rate of 6% per annum on the Issue Price for such Preference Shares
- 2 2 The Preference Dividend:
- 2 2 1 shall accrue on a daily basis from and including the date of issue of the Preference Shares down to and including the relevant date of payment;
- 2 2 2 will be paid in cash,
- 2 2 3 is fixed and shall be paid in two equal instalments in arrears on each of 31 March and 30 September in each year and on a Realisation, provided that the first payment of such dividend shall be on 31 March 2018 in respect of the period from the date of issue of the relevant Preference Shares to that date,
- 2 2 4 shall be distributed amongst the holders of the Preference Shares pro rata according to the number of Preference Shares held by each of them respectively, and
- 2 2 5 is cumulative and shall (notwithstanding any provisions of these Articles and, in particular, notwithstanding that there has not been a recommendation of the Directors or resolution of the Company in general meeting) be automatically

declared and paid immediately on the relevant Due Date and if not then paid the amount of such dividend shall be a debt due and payable by the Company with effect from the relevant Due Date or, if such debt cannot lawfully arise on that date, as soon after that date as such debt can lawfully arise

- 2 3 Where the Company is prohibited by the Act from paying any Preference Dividend in full on the relevant Due Date or the Company, as determined by its directors acting reasonably, after taking into account the Company's investment requirements, does not have sufficient available cash resources to pay the Preference Dividend and meet its other obligations, then

2 3 1 the Company shall pay, on that date, on account of such Preference Dividend the maximum sum (if any) which can then lawfully and in the opinion of the directors acting reasonably, be paid by the Company, and

2 3 2 as soon as the Company is no longer precluded from doing so and it has sufficient cash resources to meet its other obligations and investment requirements, the Company shall pay, on account of the outstanding balance, in priority to the payment of any other dividend and until all Arrears have been paid in full, the maximum amount which can lawfully be paid by the Company from time to time

- 2 4 Subject to

2 4 1 the Preference Dividend, and any associated Arrears in respect of the current and all previous Accounting Periods, having been paid in full, and

2 4 2 any Preference Shares which have fallen for redemption having been redeemed in full,

any profits which the Company, on the recommendation of the Directors, determines to distribute in respect of any Accounting Period will be applied, on a non-cumulative basis, between the holders for the time being of the Ordinary Shares. Any such dividend shall be paid in cash and shall be distributed amongst the holders of the Ordinary Shares pro rata according to the number of such Ordinary Shares held by each of them respectively

3 RETURN OF CAPITAL

- 3 1 On a return of capital, whether on Realisation, liquidation, capital reduction or otherwise (but excluding a purchase of own shares), any surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority

Order	Class of Share	Amount
1	Preference Shares	The Issue Price together with all Arrears in respect of the Preference Shares
2	Ordinary Shares	The Issue Price together with all Arrears in respect of the Ordinary Shares
3	Ordinary Shares	The balance (if any) of any surplus assets

- 3 2 Where the surplus assets available for distribution to any particular class of share in accordance with article 3 1 is less than the total amount specified to be distributed to that class in that article, the available assets shall be distributed amongst the holders of Shares of that class pro rata according to the number of Shares of the relevant class held by each of them respectively

4 REDEMPTION OF PREFERENCE SHARES

- 4 1 The Company shall redeem all the Preference Shares then in issue

4 1 1 immediately prior to the occurrence of a Realisation unless such Realisation is a Share Sale and the holders of all the Preference Shares give notice to the

- Company that they have accepted an offer in respect of their Preference Shares in connection with that Share Sale,
- 4 1 2 immediately prior to the appointment of a receiver or manager or administrative receiver over all or any part of the undertaking or assets of the Company or the appointment of a liquidator or administrator over the Company, or
 - 4 1 3 upon the holders of all of the Preference Shares serving written notice on the Company requiring such redemption at any time after the rights attaching to the Preference Shares have been varied other than with the prior consent of the holders of the Preference Shares given in accordance with section 630(4) of the Act
- 4 2 The Company may at any time, with the prior consent of a Member Majority, redeem all of the Preference Shares upon giving notice to the holders of the Preference Shares
- 4 3 The Company shall pay on each Preference Share redeemed an amount equal to the Issue Price of such Preference Share together with any Arrears calculated down to and including the Redemption Date
- 4 4 Where the Company is prohibited by the Act from redeeming some or all of the Preference Shares falling due for redemption on a particular Redemption Date, then
- 4 4 1 the Company shall, on that Redemption Date, redeem the maximum number (if any) of Preference Shares which can then lawfully be redeemed by the Company; and
 - 4 4 2 as soon as the Company is no longer precluded from doing so, the Company shall redeem the maximum number of Preference Shares which can lawfully be redeemed by the Company from time to time
- 4 5 On each Redemption Date
- 4 5 1 the amount due to each holder of Preference Shares shall (to the extent that it does not already constitute the same) become a debt due and payable by the Company with effect from the relevant Redemption Date or, if such debt cannot lawfully arise on that date, as soon after that date as such debt can lawfully arise,
 - 4 5 2 each registered holder of Preference Shares to be redeemed shall deliver to the Company at its registered office the share certificate(s) for such Preference Shares (or an indemnity for any missing certificate in a form reasonably acceptable to the Directors),
 - 4 5 3 upon receipt of the relevant share certificate (or indemnity as the case may be) the Company shall pay to each registered holder of Preference Shares to be redeemed (or, in the case of joint holders, to the holder whose name stands first in the register of Members in respect of such Preference Shares) the amount due to him in respect of such redemption in accordance with article 4 3 and the receipt of such Member shall constitute an absolute discharge to the Company in respect of such amount,
 - 4 5 4 the Company shall issue a new share certificate in respect of any unredeemed Preference Shares comprised in the certificate delivered to it, and
 - 4 5 5 a redemption of some but not all of the Preference Shares shall be made amongst the holders of the Preference Shares pro rata to the number of Preference Shares held by each of them respectively (as nearly as may be without involving fractions and the allocation of any fractional entitlements which would otherwise arise shall be dealt with by the Directors in such manner as they see fit)

5 VOTING

The holders of the Preference Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company but shall not be entitled to vote at any such meeting or on a written resolution

6 ISSUE OF SHARES

6 1 Notwithstanding any other provision of these Articles, the maximum issued share capital of the Company shall be £3,701,000 divided into 3,700,000 Preference Shares and 1,000 Ordinary Shares

6 2 The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Relevant Securities. The authority granted under this article 6 2 shall

6 2 1 be limited to a maximum amount in nominal value of £3,500,000,

6 2 2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the Members, and

6 2 3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Relevant Securities after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period

6 3 The Directors may allot, grant or otherwise dispose of Relevant Securities to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that no Share shall be issued at a discount

6 4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company

7 PERMITTED TRANSFERS

7 1 Transfer to a Family Member

7 1 1 Subject to articles 7 1 2 and 7 1 3, any individual Member may at any time transfer any of the Shares held by him to one or more of his Family Members

7 1 2 No transfer of Shares shall be permitted pursuant to article 7 1 1 if the registration of that transfer would result in the number of Shares held by the relevant transferor representing less than one-third of the total number of Shares held from time to time by that transferor or his Family Members (where such Family Member acquired Shares, directly or indirectly, from that transferor)

7 1 3 Where any Member (in this article 7 1 3 the **transferor**) transfers Shares to a Family Member (in this article 7 1 3 the **transferee**) the transferor shall procure that he is appointed as the attorney of the transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him and with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee on a Realisation. For that purpose the transferee authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor

7 1 4 Where, following a transfer of Shares pursuant to article 7 1 1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares or one of the events specified in articles 10 1 1(a) to 10 1 1(h) occurs in relation to the transferee, such transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) shall, within 20 Business Days of a written request to do so from a Member Majority, transfer all the Shares held by them to the original transferor, for a consideration equal to the price paid by the transferee to the original transferor on the transfer of those Shares, failing which the Directors may (and shall, if so requested to do by a Member Majority) at any time authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) and register the original transferor of those Shares as the holder of such Shares

- 7 1 5 A Family Member to whom Shares have been transferred pursuant to this article 7 1 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this article 7 1 or article
- 7 2 For the avoidance of doubt, the provisions of article 7 1 4 shall apply in priority to the provisions of article 10 in relation to a transfer of Shares required following the occurrence of one of the events in articles 10 1 1(a) to 10 1 1(h) to in relation to a transferee
- 8 **TRANSFER OF SHARES - GENERAL**
- 8 1 Notwithstanding any other provision of these Articles, the Directors shall not register a transfer of any interest in a Share
- 8 1 1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of the Directors) is of unsound mind, or
- 8 1 2 unless the transfer is:
- (a) made in accordance with article 9, or
- (b) required under article 10
- 8 2 For the purposes of ensuring that
- 8 2 1 a transfer of any Share is in accordance with these Articles, or
- 8 2 2 no circumstances have arisen whereby a Member is required to give or may be deemed to have given a Transfer Notice in respect of any Share
- the Directors may from time to time require any Member to provide, or to procure that any person named as the transferee in any transfer lodged for registration provides, such information and evidence as the Directors may reasonably require for such purpose. Pending such information or evidence being provided, the Directors are entitled to refuse to register any relevant transfer of Shares
- 8 3 If any information or evidence provided pursuant to article 8 2 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Member may be required to give or be deemed to have given a Transfer Notice, the Directors may, by notice in writing to the relevant Member, require that a Transfer Notice be given in respect of the Shares concerned
- 8 4 In any case where a Member is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of five Business Days of written notice from the Directors to the relevant Member requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of five Business Days. Notwithstanding any other provision of these Articles, unless the Directors resolve otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 8 4 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice which are derived from any Share which is the subject of that Transfer Notice, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of such Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares
- 8 5 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any Encumbrance

9 PRE-EMPTION ON TRANSFER OF SHARES

9 1 Transfer Notice

9 1 1 Except as permitted under article 7 (Permitted Transfers), or as provided for in article 11 (Drag Along) any Member (a **Seller**) who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share (or interest), give notice in writing (a **Transfer Notice**) to the Company of his wish

9 1 2 Subject to article 9 1 3, a Transfer Notice shall

- (a) state the number and class of Shares (the **Sale Shares**) which the Seller wishes to transfer;
- (b) state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- (c) state the price per Share (the **Proposed Price**) at which the Seller wishes to transfer the Sale Shares,
- (d) state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 9 (a **Total Transfer Condition**),
- (e) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 9, and
- (f) not be capable of variation or cancellation without the consent of the Directors or as provided for in article 9 2 4

9 1 3 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles (including a Compulsory Transfer Notice deemed to have been served in accordance with article 10 2)

- (a) it shall relate to all the Shares registered in the name of the Seller,
- (b) it shall not contain a Total Transfer Condition,
- (c) the Transfer Price shall be such price as may be agreed between the Seller and the Directors within ten Business Days of the date of service (or deemed service) of the Transfer Notice or if either no price is agreed within such period or the Directors direct at any time during that period, the Fair Value determined in accordance with article 9 2 2,
- (d) it shall be irrevocable, and
- (e) subject to articles 8 4 and 10 4, the Seller may retain any Sale Shares for which Buyers (as defined in article 9 4 2) are not found

9 2 Transfer Price

9 2 1 The Sale Shares will be offered for sale in accordance with this article 9 at the following price (the **Transfer Price**)

- (a) subject to the consent of the Directors, the Proposed Price, or
- (b) such other price as may be agreed between the Seller and the Directors within ten Business Days of the date of service (or deemed service) of the Transfer Notice, or
- (c) if no price is agreed pursuant to article (b) within the period specified in that article, or if the Directors direct at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Fair Value

9 2 2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 9 2 1(b) or if the Directors direct in accordance with article 9 2 1(c) (or article 9 1 3(c) in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles), the Directors shall instruct the Auditors to determine and certify the Fair Value of

the Sale Shares. The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Members, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Fair Value shall, subject to article 9 2 3, be borne as directed by the Auditors (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company.

9 2 3

Where either:

- (a) the Seller revokes the Transfer Notice in accordance with article 9 2 4, or
- (b) in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Fair Value is less than the price proposed by the Directors to the Seller not less than five Business Days prior to receipt of the Auditors' report on the Fair Value by the Company

then the Auditors' fees shall be borne wholly by the Seller.

9 2 4

Where the Fair Value is less than the Proposed Price the Seller may revoke the Transfer Notice by notice in writing served on the Company within five Business Days of the date on which the notification of the Fair Value was first served on the Seller by the Company or the Auditors.

9 2 5

A Transfer Notice may not be revoked under article 9 2 4 if that Transfer Notice is stated to be irrevocable or is deemed to be irrevocable by virtue of any provision of these Articles.

9 3

Offer Notice

9 3 1

Subject to article 9 3 2, the Directors shall serve a notice (an **Offer Notice**) on all Members within ten Business Days of the Transfer Price being agreed or determined in accordance with these Articles.

9 3 2

An Offer Notice shall not be sent, and no Sale Shares shall be treated as offered to, the Seller or to any Member who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name.

9 3 3

An Offer Notice shall

- (a) state the Transfer Price,
- (b) contain the other relevant information set out in the Transfer Notice,
- (c) invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase, and
- (d) expire, and the offer made in that Offer Notice shall be deemed to be withdrawn, on a date which is not less than ten nor more than 20 Business Days after the date of the Offer Notice.

9 4

Allocation of Sale Shares

9 4 1

After the expiry of the period specified in the Offer Notice or, if sooner, upon all Members to whom an Offer Notice was sent having responded to that Offer Notice (in either case the **Allocation Date**), the Directors shall allocate the Sale Shares in accordance with the applications received provided that

- (a) if there are applications for more than the number of Sale Shares available, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares held by each of them respectively,

- (b) the allocation of any fractional entitlements to Sale Shares amongst the Members shall be dealt with by the Directors in such manner as they see fit, and
 - (c) no Sale Shares shall be allocated to any Member who, at the Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice (including a Compulsory Transfer Notice) in respect of any Shares registered in his name
- 9 4 2 Within five Business Days of the Allocation Date the Directors shall give notice in writing (an **Allocation Notice**) to the Seller and each Member to whom Sale Shares have been allocated pursuant to article 9 4 1 (each a **Buyer**) An Allocation Notice shall state
 - (a) the number and class of Sale Shares allocated to that Buyer,
 - (b) the name and address of the Buyer;
 - (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him,
 - (d) the information (if any) required pursuant to article 9 4 4, and
 - (e) subject to article 9 4 4, the place, date and time (being not less than two nor more than five Business Days after the date of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place
- 9 4 3 Subject to article 9 4 4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) in respect of such Sale Shares, to that Buyer
- 9 4 4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 9 4 1 is less than the total number of Sale Shares then
 - (a) the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the **Further Offer**) to the Buyers inviting them to apply for further Sale Shares at the Transfer Price,
 - (b) the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice,
 - (c) any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 9 4 1(a) to 9.4 1(c), and
 - (d) following the allocation of any Sale Shares amongst the Buyers in accordance with article 9 4 1, and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 9 4 2 but omitting article 9 4 2(d)
- 9 4 5 Subject to article 9 4 6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 9 4 4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified in that Allocation Notice on the terms offered to that Buyer
- 9 4 6 If after following the procedure set out in this article 9 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then
 - (a) if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 9 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the

Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 9, and

- (b) the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares

9 5 Default by the Seller

- 9 5 1 If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this article 9, the Directors may authorise any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer
- 9 5 2 The Company may receive the purchase money from a Buyer on behalf of the Seller and shall then, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 9 5 the validity of the proceedings shall not be questioned by any person
- 9 5 3 The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered to the Company the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors)

9 6 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the previous provisions of this article 9 the Seller may, at any time within three calendar months of the date of service of the notice referred to in article 9 4 6(b), sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

- 9 6 1 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Directors, and
- 9 6 2 the Directors may require to be satisfied that the relevant Sale Shares are being transferred under a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance to the proposed purchaser and, if not so satisfied, may refuse to register the transfer (without prejudice to any power of the Directors to refuse to register a transfer in accordance with article 8)

10 COMPULSORY TRANSFERS

10 1 In this article 10 each of the following shall be a **Transfer Event** in relation to a Member

- 10 1 1** in the case of an individual Member
 - (a) the death of that Member,
 - (b) an order being made for the bankruptcy of that Member or a petition being presented for such bankruptcy which petition is not withdrawn or dismissed within ten Business Days of being presented,
 - (c) the Member convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally,
 - (d) the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1968),

- (e) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Member's assets or any Shares held by that Member,
- (f) any proceedings or orders equivalent or analogous to any of those described in articles 10 1 1(b) to 10 1 1(e) above occurring in respect of the Member under the law of any jurisdiction outside England and Wales;
- (g) that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have,
- (h) that Member breaching any provision of these Articles which breach, if capable of remedy, has not been remedied to the reasonable satisfaction of the Directors within ten Business Days of a notice from the Directors to the Member requesting such remedy, and

10 1 2 in the case of a corporate Member

- (a) an order being made or a resolution being passed for the winding up of that Member or for the appointment of a provisional liquidator to that Member (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction),
- (b) a petition being presented for the winding up of that Member, which petition is not withdrawn or dismissed within ten Business Days of being presented;
- (c) an administration order being made in respect of that Member, or a notice of intention to appoint an administrator, or a notice of appointment of an administrator or an application for an administration order being issued at court in respect of that Member,
- (d) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the assets or undertaking of that Member, or any other steps being taken to enforce any Encumbrance over all or any part of the assets or undertaking of that Member or any Shares held by that Member,
- (e) any proceedings or orders equivalent or analogous to any of those described above in articles (a) to (d) occurring in respect of that Member under the law of any jurisdiction outside England and Wales,
- (f) that Member ceasing to be within the control (as defined in section 1124 of the Corporation Tax Act 2010) of the person(s) who controlled it on the Adoption Date or, if later, the date on which it became a Member (whichever is the later), provided that this article (f) shall not apply if the Member continues to be controlled (as above) by the person(s) who had ultimate control of that Member at that date, or
- (g) that Member breaching any provision of these Articles which breach, if capable of remedy, has not been remedied to the reasonable satisfaction of the Directors within ten Business Days of a notice from the Directors to the Member requesting such remedy,

and in any such case, whether under article 10 1 1 or 10 1 2, the Directors notifying the Company within six months of the occurrence of such event (or, if later, within six months of the date on which the Directors first become aware of the occurrence of such event) that such event is a Transfer Event in relation to that Member for the purposes of this article 10

10 2 Upon the Directors notifying the Company that an event is a Transfer Event in respect of a Member in accordance with article 10 1, the Relevant Member shall be deemed to have served a Transfer Notice (a **Compulsory Transfer Notice**) in respect of all the Compulsory

- Transfer Shares held by him from time to time A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares
- 10 3 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 9 as if the Compulsory Transfer Shares were Sale Shares
- 10 4 Notwithstanding any other provision of these Articles, unless the Directors resolve otherwise, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Compulsory Transfer Shares (or other Shares)
- 10 5 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company
- 11 **DRAG ALONG**
- 11 1 If Members constituting a Member Majority (together the **Selling Members**) wish to transfer all their Shares to a proposed purchaser (the **Proposed Purchaser**), they shall have the option (a **Drag Along Option**) to require all or any of the other Members (the **Remaining Members**) to transfer all their Shares with full title guarantee to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with this article 11
- 11 2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a **Drag Along Notice**) to each of the Remaining Members at any time before the registration of the transfer of the Selling Members' Shares A Drag Along Notice shall specify
- 11 2 1 that the Remaining Members are required to transfer all their Shares (the **Remaining Shares**) pursuant to this article 11,
- 11 2 2 the identity of the Proposed Purchaser,
- 11 2 3 the consideration for which, or the price at which, the Remaining Shares are to be transferred, determined in accordance with article 11 4 (the **Drag Along Consideration**), and
- 11 2 4 the proposed date of transfer (if known)
- 11 3 A Drag Along Notice
- 11 3 1 may be revoked by the Selling Members at any time prior to the completion of the sale and purchase of the Remaining Shares, and
- 11 3 2 shall lapse if for any reason the sale of the Selling Members' Shares to the Proposed Purchaser is not completed within 40 Business Days of the date of service of the Drag Along Notice (such lapse being without prejudice to the right of the Selling Members to serve any further Drag Along Notice following such lapse)
- 11 4 The Drag Along Consideration for the Remaining Shares shall be
- 11 4 1 For each Ordinary Share, the same consideration (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Proposed Purchaser in respect of each Ordinary Share held by all Members other than the Remaining Members, and
- 11 4 2 For each Preference Share, the Issue Price paid or credited as paid by the Member holding such Preference Share
- 11 5 Upon the service of a Drag Along Notice each Remaining Member is required, as a legally binding commitment, not to divulge or communicate to any third party either the fact that the Selling Members wish to transfer their Shares to the Proposed Purchaser (or any other person) or any other information concerning the sale and purchase of any of the Selling Members' Shares or the Remaining Shares pursuant to this article 11

- 11 6 Completion of the sale and purchase of the Remaining Shares shall take place on the same date as completion of the sale and purchase of the Selling Members' Shares (or such later date, being not more than 20 Business Days after the date of such completion, as a Member Majority may direct in writing)
- 11 7 Upon the service of a Drag Along Notice each Remaining Member shall be deemed to have irrevocably appointed each of the Selling Members (severally) as the agent of the Remaining Member to execute, in the name of and on behalf of that Remaining Member, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares registered in the name of that Remaining Member and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the Remaining Shares pursuant to this article 11
- 11 8 The provisions of this article 11 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Proposed Purchaser named in a Drag Along Notice (or as that Proposed Purchaser may direct) Any Transfer Notice or Compulsory Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with article 9 shall automatically be revoked by the service of a Drag Along Notice
- 11 9 Where, at any time after the service of a Drag Along Notice but before completion of the sale and purchase of the Remaining Shares by the Proposed Purchaser, any person (a **New Member**) becomes a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Member Upon the deemed service of a Drag Along Notice pursuant to this article 11 9 the New Member shall become bound to sell and transfer to the Proposed Purchaser (or as the Proposed Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares The provisions of this article 11 shall apply mutatis mutandis to the sale of any such Shares by such New Member provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of
- 11 9 1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this article 11 9; and
- 11 9 2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice

12 GENERAL MEETINGS

- 12 1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon Two Members present either in person, by proxy or by a duly appointed corporate representative shall be a quorum
- 12 2 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved
- 12 3 A poll may be demanded at any general meeting by.
- 12 3 1 the chairman; or
- 12 3 2 not less than two Members present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution, or
- 12 3 3 a Member or Members, present as set out in article 12 3 2, representing not less than 10% of the total voting rights of all the Members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or
- 12 3 4 a Member or Members, present as set out in article 12 3 2, holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum

paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares)

Article 44(2) of the Model Articles shall not apply to the Company

12 4 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made "

12 5 Article 45(1) of the Model Articles shall be amended as follows

12 5 1 by the deletion of the words in Article 45(1)(d) and the insertion in their place of the following "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate "; and

12 5 2 by the insertion of the following as a new paragraph at the end of Article 45(1): "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 "

12 6 The Company shall not be required to give notice of a general meeting to a Member

12 6 1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or

12 6 2 for whom the Company no longer has a valid United Kingdom address

13 **APPOINTMENT AND REMOVAL OF DIRECTORS**

13 1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than one

13 2 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the transmittee(s) of the last Member 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 Article 27(3) of the Model Articles shall be modified accordingly

14 **ALTERNATE DIRECTORS**

14 1 Any Director (in this article 14, an **appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

14 1 1 exercise that director's powers, and

14 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor

14 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors

14 3 The notice must

14 3 1 identify the proposed alternate; and

14 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

14 4 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor

14 5 Save as provided otherwise in these Articles, alternate Directors

14 5 1 are deemed for all purposes to be Directors;

- 14 5 2 are liable for their own acts and omissions,
- 14 5 3 are subject to the same restrictions as their appointors; and
- 14 5 4 are not deemed to be agents of or for their appointors,

and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member

14 6 A person who is an alternate Director but not a Director

- 14 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- 14 6 2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate), and
- 14 6 3 shall not be counted as more than one Director for the purposes of articles 14 6 1 and 14 6 2

14 7 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

14 8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director

14 9 The appointment of an alternate Director terminates

- 14 9 1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate,
- 14 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- 14 9 3 on the death of the alternate's appointor,
- 14 9 4 when the appointment of the alternate's appointor as a Director terminates, or
- 14 9 5 when written notice from the alternate, resigning his office, is received by the Company

15 **PROCEEDINGS OF DIRECTORS**

15 1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under section 175 of the Act if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company

15 2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman or other Director chairing the meeting shall not have a casting vote. Article 13 of the Model Articles shall not apply to the Company

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

16 1 Subject to sections 177 and 182 of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company

- 16 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 16 1 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested,
- 16 1 3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested,
- 16 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- 16 1 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 16 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 16 2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company
- 17 **DIRECTORS' CONFLICTS OF INTEREST**
- 17 1 The Directors may, in accordance with the requirements set out in this article 17, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**)
- 17 2 Any authorisation under this article will be effective only if:
 - 17 2 1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,
 - 17 2 2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
 - 17 2 3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted
- 17 3 Any authorisation of a Conflict under this article 17 shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently
 - 17 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
 - 17 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
 - 17 3 3 be terminated or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation
- 17 4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of

which he owes a duty of confidentiality to another person, the Director is under no obligation to:

17 4 1 disclose such information to the Directors or to any Director or other officer or employee of the Company, or

17 4 2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence

17 5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director

17 5 1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

17 5 2 is not given any documents or other information relating to the Conflict, and

17 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict

17 6 Where the Directors authorise a Conflict

17 6 1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and

17 6 2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation

17 7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in

17 7 1 any Group Company, or

17 7 2 any Member who appointed him as a Director (or any company which is for the time being a subsidiary or holding company of that Member or another subsidiary of such holding company),

and no authorisation under article 17 1, shall be necessary in respect of such interest

17 8 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

18 **SECRETARY**

The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person

19 **SERVICE OF DOCUMENTS**

19 1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient

19 1 1 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,

19 1 2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, five Business Days after posting 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,

- 19 1 3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 19 1 4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 19 1 5 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 19 1, no account shall be taken of any part of a day that is not a working day
- 19 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act
- 20 **INDEMNITY**
- 20 1 Subject to article 20 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 20 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the activities of the Company (or any associated company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company), and
- 20 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 20 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 20 2 This article 20 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 20 3 In this article 20 and in article 21
- 20 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 20 3 2 a **relevant officer** means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)
- 20 4 Article 52 of the Model Articles shall not apply to the Company
- 21 **INSURANCE**
- 21 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 loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in

relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company

21 2 Article 53 of the Model Articles shall not apply to the Company

22 **PURCHASE OF OWN SHARES OUT OF CASH**

In accordance with section 692(1) of the Act the Company may purchase its own shares with cash up to an amount not exceeding £15,000 or the value of 5% of its share capital (whichever is the lower) in each financial year