

Company Number: 06436058



THE COMPANIES ACTS 1985 (AS AMENDED)

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF THE SOLE MEMBER OF

INSPIREDSACES STaG (HOLDINGS1) LIMITED (the "Company")

We, the undersigned, being the sole member of the Company who, at the date of these resolutions would be entitled to attend and vote at general meetings of the Company HEREBY PASS the following resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006 and agree that the said resolution shall, for all purposes be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held The Secretary is hereby instructed to forward a copy of this resolution to the Registrar of Companies in accordance with the Companies Act 1985 and the Companies Act 2006

SPECIAL RESOLUTION

THAT:

The memorandum and articles of association, a copy of which is attached and initialled for the purpose of identification be adopted with effect from the date of this resolution as the new articles of association of the Company to the exclusion of all existing articles

ORDINARY RESOLUTIONS

THAT:

The Authorised Share Capital of the Company be increased from £100 to £10,000 by the creation of an additional 9,900 ordinary Shares of £1 00 each

THAT:

The Authorised Share Capital of the Company shall be redesignated as follows

- (i) 7,200 ordinary shares redesignated as 7,200 class "A" Shares,
- (ii) 1,350 ordinary shares redesignated as 1,350 class "B" Shares,
- (iii) 450 ordinary shares redesignated as 450 class "C" Shares, and
- (iv) 999 ordinary shares redesignated as 999 class "D" Shares,

The Company's issued ordinary share shall be redesignated as 1 class "D" Share

THAT:

Stanley Johnson be appointed as an alternate director of the Company

Richard Turner be appointed as an alternate director of the Company



For and on behalf of **INSPIREDSPACES STaG LIMITED**

Dated **20** December 2007

Registered Office
Birch Street
Wolverhampton
WV1 4HY

Company No. 06436058

THE COMPANIES ACTS 1985 AND 1989

**MEMORANDUM OF INCORPORATION
of
INSPIREDSPACES STAG (HOLDINGS1) LIMITED**

Incorporated on 23 November 2007

Adopted by written resolution passed on 21 December 2007

Certified as a true
copy of the original

Signed:

Min Gwee Co. Sec.

Date:

20.12.2007

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

**MEMORANDUM OF INCORPORATION OF
PIREDSPACES STAG (HOLDINGS1) LIMITED
(the "Company")**

- 1 The Company's name is **INSPIREDSPACES STAG (HOLDINGS1) LIMITED**
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are
 - (a) To carry on business as a general commercial company
 - (b) To carry on business as a holding and investment company and to acquire and hold shares in other companies and to co-ordinate and administer the affairs thereof or the affairs of any other company in which shares might be acquired or which might be subsequently brought into the group and generally to acquire by purchase, lease, concession, grant, licence or otherwise such shares, stocks, loan stock, debentures, bonds, obligations and securities in other private or public companies, corporate or unincorporate, land, buildings, leases, underleases, rights, privileges, licences, policies of insurance and such property real and personal or rights or interest therein and to hold and invest such properties and investments and to invest monies in all other business operations, trades and services to the benefit of the company or other companies with in the group
 - (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property
 - (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any trade marks, patents, copyrights, trade secrets or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire
 - (e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, loan stock, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, loan stock, debentures, debenture stock or securities so received
 - (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made
- (h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)
- (i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- (k) To apply for, promote, and obtain any Act of Parliament order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- (l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions
- (m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, loan stock, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world
- (n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies
- (o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to

place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

- (p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, loan stock, debentures, or securities of any company purchasing the same
- (q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts
- (r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- (s) To distribute among the members of the Company in kind any property of the Company of whatever nature
- (t) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company
- (u) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law), and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained
- (v) Subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable), to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or for the reduction or discharge of any liability incurred in respect of such acquisition
- (w) To procure the Company to be registered or recognised in any part of the world
- (x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

(z) AND so that

(i) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company

(ii) The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

(iii) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

4 The liability of the members is limited

5 The Company's share capital is £10,000 divided into 7,200 class A shares of £1 each, 1,350 class B shares of £1 each, 450 class C shares of £1 each and 1,000 class D shares of £1 each

Company No 06436058

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
INSPIREDSACES STAG (HOLDINGS1) LIMITED**

Incorporated on 23 November 2007

Adopted by special resolution passed on 21 December 2007

Company No 06436058

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
INSPIREDSACES STAG (HOLDINGS1) LIMITED
(the "Company")**

Incorporated on 23 November 2007

Adopted by special resolution passed on 21 December 2007

1 INTERPRETATION

1.1 In these Articles

"Act" means the Companies Act 1985 including any statutory modification or re-enactment of that Act for the time being in force,

"Alternate" means any alternate director of the Company from time to time,

"Articles" means the articles of the Company, as amended from time to time,

"A Shares" means the class A shares of £1 each in the Company,

"Associate" means in relation to any person

(a) any Parent of such person,

(b) any Subsidiary of such person, or

(c) any other Subsidiary of such person's Parent,

"B Shares" means the class B shares of £1 each in the Company,

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

"C Shares" means the class C shares of £1 each in the Company,

“Deemed Transfer Notice” means a Transfer Notice that is deemed to be given under Article 8,

“Deemed Transfer Price” means the amount calculated by an independent firm of accountants nominated by the Company in consultation with the officers of the Company as the net present value of a share determined by reference to the current forecast of the amounts that would be paid by the Company to the Proposing Transferor in respect of the relevant share, such amounts being discounted at a rate to be determined by the accountants having regard to best current market practice for valuing securities at the time. In calculating the Deemed Transfer Price the nominated firm of accountants shall act as experts and not arbitrators and the cost of such certification shall be deducted from the aggregate Deemed Transfer Price payable in respect of the shares comprised in the Deemed Transfer Notice. The Deemed Transfer Price calculated shall (in the absence of manifest error) be final and binding on the members,

“D Shares” means the class D shares of £1 each in the Company,

“electronic communication” means the same as in the Electronic Communications Act 2000,

“Group” means in relation to any person, that person and any Associate of that person,

“holder” means, in relation to any share, the member whose name is entered in the register of members as the holder of the share,

“Majority A Shareholders” means the shareholders together owning more than 50% of the A Shares,

“Majority B Shareholders” means the shareholders together owning more than 50% of the B Shares,

“Majority C Shareholders” means the shareholders together owning more than 50% of the C Shares,

“Majority D Shareholders” means the shareholders together owning more than 50% of the D Shares,

“Office” means the registered office of the Company,

“Parent” means

- (a) a holding company within the meaning of Section 736 of the Companies Act 1985,
- (b) a parent undertaking within the meaning of Section 258 of the Companies Act 1985, and
- (c) in relation to any partnership, joint venture or other person, any person which directly or indirectly beneficially owns at the relevant time more than 50% of the ownership interests of such partnership, joint venture or other person in circumstances where it can reasonably be expected that such person directs the affairs of the partnership, joint venture or other person,

“Prescribed Price” means the price per share offered to the Proposing Transferor by a *bona fide* arm's length purchaser for the Proposing Transferor's shares or as determined in the Transfer Notice or as determined in accordance with these Articles,

“Project” means the design, construction, financing and operation and maintenance by Project Co of the Jarrow School PFI project under the United Kingdom government’s Private Finance Initiative,

“Project Agreement” means the project agreement between the Council of the Borough of South Tyneside and Project Co, pursuant to which Project Co agrees to undertake the Project,

“Project Co” means inspiredspaces STaG (Projectcol) Limited,

“Proposing Transferor” means a company, person or persons proposing to or required to dispose of shares in the Company,

“Sale Shares” means any shares in respect of which a Transfer Notice has been served under Article 9 1 or which has been deemed to be served under Article 8 1 or 8 2,

“secretary” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

“shares” means the shares of £1 each in the Company,

“Step-Down Date” means the last day of the Lock In Period (as defined in the Project Agreement),

“Subsidiary” means

- (a) a subsidiary undertaking within the meaning of Section 258 Companies Act 1985,
- (b) a subsidiary within the meaning of Section 736 Companies Act 1985, and
- (c) in relation to any person, any partnership, joint venture or other person of which such person directly or indirectly beneficially owns at the relevant time more than 50% of the ownership interests in circumstances where it can reasonably be expected that such person directs the affairs of the partnership, joint venture or other person,

“Transfer Notice” means a written notice served by a member on the Company indicating a desire to dispose of shares, and

“United Kingdom” means Great Britain and Northern Ireland

- 1 2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification of the Act not in force when these Articles become binding on the Company
- 1 3 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose
- 1 4 In these Articles, **“address”**, in relation to electronic communications, includes any number or address used for the purposes of such communications
- 1 5 No regulations contained in any statute or subordinate legislation, including but not limited to the regulations contained in Table A in the schedule to the Companies (Table A to F)

Regulations 1985 (as amended), apply as the regulations or articles of association of the Company

2 PRIVATE COMPANY

- 2 1 The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares, debentures or loan stock of the Company is prohibited

3 SHARE CAPITAL

- 3 1 The authorised share capital of the Company at the date of adoption of these Articles is £10,000 divided into 7,200 A Shares (each with a nominal of £1), 1,350 B Shares (each with a nominal of £1), 450 C Shares (each with a nominal of £1) and 1,000 D Shares (each with a nominal of £1)

- 3 2 Except as otherwise provided in these Articles, the A Shares, B Shares, C Shares and D Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

- 3 3 Prior to the Step-Down Date

- (a) the Majority A Shareholders shall be entitled to cast 39 votes at any meeting of shareholders,
- (b) the Majority B Shareholders shall be entitled to cast seven votes at any meeting of shareholders,
- (c) the Majority C Shareholders shall be entitled to cast three votes at any meeting of Shareholders, and
- (d) the Majority D Shareholders shall be entitled to cast 51 votes at any meeting of shareholders

- 3 4 On or after the Step-Down Date, each A Share, B Share, C Share and D Share shall entitle the holder thereof to cast one vote at any meeting of shareholders

- 3 5 No variation of the rights attaching to any class of shares shall be effective except with

- (a) the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class, or
- (b) the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the relevant class To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder 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 For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

- 3 6 Subject to the provisions of the Act, the directors of the Company have general and unconditional authority to allot (with or without conferring rights of renunciation), grant

options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount

- 3 7 The directors have general and unconditional authority, under section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of adoption of these Articles unless previously renewed, varied or revoked by the Company in general meeting
- 3 8 The maximum amount of relevant securities which may be allotted under the authority conferred by Article 3 7 is the amount of the authorised but unissued share capital of the Company at the date of adoption of these Articles
- 3 9 By the authority conferred by Article 3 7, the directors may before the authority expires make an offer or agreement which would or might require relevant securities to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement
- 3 10 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in general meeting shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted under such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Article 3 10 shall have effect subject to section 80 of the Act
- 3 11 The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to an allotment of the Company's equity securities
- 3 12 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine
- 3 13 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles
- 3 14 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully- or partly-paid shares or partly in one way and partly in the other

- 3 15 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety of that share in the holder

4 SHARE CERTIFICATES

- 4 1 Every member, upon becoming the holder of any shares, shall be entitled

- (a) to one certificate for all the shares of each class held by it and thereafter,
- (b) without payment
 - (i) upon transferring a part of its holding of shares of any class, to a certificate for the balance of such holding, and
 - (ii) upon conversion of any shares to a different class of shares, to a certificate for the new holding of shares, and
- (c) several certificates each for one or more of its shares upon payment for every certificate after the first of such reasonable sum as the directors may determine

- 4 2 Every certificate shall be signed on behalf of the Company by at least one director and the secretary or by at least two directors or by such other person or persons as may be authorised by the directors for that purpose and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate for a share to one joint holder shall be a sufficient delivery to all of them

- 4 3 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate

5 LIEN

- 5 1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it

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

- 5 3 To give effect to a sale pursuant to Article 5 2 the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with, the directions of the purchaser. The title of the transferee to the shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale

- 5 4 The net proceeds of the sale pursuant to Article 5 2, after payment of any costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale

6 CALLS ON SHARES AND FORFEITURE

- 6 1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made
- 6 2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed
- 6 3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share
- 6 4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part
- 6 5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid when due all the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call
- 6 6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares
- 6 7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited
- 6 8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 6 9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before a sale,

re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

6 10 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

6 11 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

7 TRANSFER OF SHARES

7 1 The directors shall register a transfer made in accordance with the provisions of these Articles. The directors shall refuse to register any transfer unless such transfer has been made in accordance with the provisions of these Articles.

8 OBLIGATORY TRANSFER

8 1 If any of the following events occurs in relation to a member

- (a) the member enters into any moratorium, composition or arrangement with its creditors generally or seeks protection from its creditors or is unable to pay its debts or becomes insolvent or bankrupt in accordance with applicable law,
- (b) an encumbrancer or receiver lawfully takes possession or an administrative receiver or similar insolvency practitioner is appointed over the whole or any part of the undertaking, property or any assets of the member,
- (c) an order is made or resolution is passed or notice is issued convening a meeting for the purposes of passing a resolution or any analogous proceedings are taken for the appointment of an administrator of, or the winding up of, the member, other than a members' voluntary liquidation solely for the purposes of an amalgamation or reconstruction, or
- (d) any other event occurs which all the members have agreed in writing will lead to a Transfer Notice being deemed to have been given.

then the member shall be deemed to have given a Transfer Notice in accordance with Article 9 1 in respect of all of the shares held by that member and the Prescribed Price shall be the Deemed Transfer Price.

- 8 2 If any member fails to make any payments it has contracted to make in connection with a subscription for shares, debentures or loan stock in the Company and such default is still unremedied 14 days after notice has been given to such member to remedy it, then that member shall be deemed to have given a Transfer Notice in accordance with Article 9 1 in respect of all the shares held by that member and the Prescribed Price shall be the sum of £1 in respect of all the shares held by the member Any transferee shall inherit all the payment obligations in connection with the subscription for shares, debentures and loan stock in the Company with which the relevant member failed to comply

9 PRE-EMPTION RIGHTS

- 9 1 Before transferring any shares, a Proposing Transferor shall serve a Transfer Notice on the Company Each member appoints the Company, as from the later of the date of adoption of these Articles and the date such member became a member, as its agent for the sale of shares to any member or members The Transfer Notice shall state the Prescribed Price unless the Prescribed Price is required by these Articles or the directors to be the Deemed Transfer Price, in which case, forthwith upon receipt or deemed receipt of the relevant Transfer Notice, the Company shall determine the Deemed Transfer Price in accordance with these Articles The Transfer Notice shall (unless it is a Deemed Transfer Notice) state full details of the proposed transferee or transferees
- 9 2 A Transfer Notice served under Article 9 1 shall not be revocable except with the consent of the directors or in accordance with Article 9 7 Deemed Transfer Notices are not revocable
- 9 3 Within seven days (or, in the case of a Deemed Transfer Notice, 14 days) of service of a Transfer Notice the Company shall offer the Sale Shares to all holders of shares (other than the Proposing Transferor) for purchase at the Prescribed Price All such offers shall be made in writing and every offer shall limit the time (being not less than 30 days and not more than 45 days) within which the offer must be accepted or in default of acceptance shall be deemed to be declined Holders of shares may offer to purchase no more than such proportion of the Sale Shares as is equal to the proportion of the Company's shares (other than the Sale Shares or any other Shares held by the Proposing Transferor) held by that holder
- 9 4 If the Company does not receive agreements to purchase all the Sale Shares under the offer made under Article 9 3, the Company shall again offer the balance of the Sale Shares which members have not agreed to purchase to all holders of shares (other than the Proposing Transferor and any holder which did not offer to buy any shares under Article 9 3) Such offer shall be made within seven days of the end of the time limit for acceptance of the offer under Article 9 3 and shall limit the time (being not less than 10 days and not more than 20 days) within which the offer must be accepted or in default of acceptance shall be deemed to be declined The Company shall notify such offerees of the identity and number of shares each such offeree has already agreed to purchase under Article 9 3 Offerees may offer to purchase some or all of the Sale Shares so offered The provisions of this Article 9 4 shall not apply after any such further offer has been made
- 9 5 If holders of shares offer to purchase in aggregate more than the number of Sale Shares, the Sale Shares shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of shares provided that in dividing all the Sale Shares amongst the holders of shares no holder of shares shall be obliged to purchase more Sale Shares than it has offered to purchase
- 9 6 If the Company shall within the applicable periods for acceptance find a purchaser or purchasers willing to purchase all of the Sale Shares, it shall promptly give notice in writing

thereof to the Proposing Transferor. Every such notice shall state the name and address of each purchaser and the number of Sale Shares agreed to be purchased by it.

- 9 7 Within three days of service of a notice under Article 9 6, a Proposing Transferor may withdraw the relevant Transfer Notice (other than in the case of a Deemed Transfer Notice) by notice in writing to the directors.
- 9 8 If the Proposing Transferor does not deliver a notice under Article 9 7, it shall be bound upon payment of the Prescribed Price or the Deemed Transfer Price (as relevant) to transfer such Sale Shares to the respective purchasers thereof and the purchase shall be completed at a place and at a time to be appointed by the directors but in any event not later than 14 days after service of a notice under Article 9 6.
- 9 9 If a Proposing Transferor after having become bound to transfer any shares to a purchaser shall fail to do so, the directors shall authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary transfers and shall receive the purchase money, which the directors shall hold on trust for the Proposing Transferor. Upon receipt of the purchase money the directors will enter the name of the purchaser in the register of members of the Company as the holder of the shares. A receipt from the Company for the purchase money shall be a good discharge to the purchaser who shall not be bound to see the application thereof.
- 9 10 If the Company fails to find purchasers for all of the Sale Shares within the applicable period for acceptance the directors shall notify the Proposing Transferor within three days of the expiration of the later of such periods.
- 9 11 Within three months of service of a notice under Article 9 10 the Proposing Transferor may transfer all (but not some) of the Sale Shares to any proposed transferee named in the Transfer Notice by way of *bona fide* sale at any price per share greater than or equal to the Prescribed Price.
- 9 12 Before registering a transfer made under Article 9 8 or 9 11, the directors may require evidence that such Sale Shares are being transferred by way of a *bona fide* sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever or howsoever made to the purchaser. A statutory declaration by an officer of the Proposing Transferor to that effect shall be deemed to be conclusive evidence for this purpose.
- 9 13 No share and no interest in or rights attaching to any share shall be held by any member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would be made in accordance with the provisions of these Articles. If the foregoing provisions shall be infringed in respect of any shares, such member shall be deemed to have given a Transfer Notice in respect of that number of shares at the Deemed Transfer Price.
- 9 14 For the purpose of determining whether any circumstances have arisen whereby a Transfer Notice ought or is deemed to have been given, the directors may from time to time require any member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Where information or evidence required under this Article is not furnished to the satisfaction of the directors within a reasonable time after request the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned.

- 9 15 Where the directors have required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not given within a period of one month, or such longer period as the directors may allow, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the directors may determine. This Article shall not apply to any transfer of shares, the process for such transfer having been commenced or completed under Articles 7 1, 8 1 or 8 2

10 INTRA-GROUP TRANSFERS

- 10 1 A shareholder may transfer all or some of its shares to a member of its Group on giving written notice to the Company and the other shareholders. No Transfer Notice shall be deliverable and the provisions of Article 9 shall not otherwise apply to any such transfer. Any transferee shall immediately retransfer the shares it has acquired to the transferor (or a member of its Group) if it ceases to be a member of that shareholder's Group

11 TRANSMISSION OF SHARES

- 11 1 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders shall be the only persons recognised by the Company as having any title to his interest, but nothing in these Articles shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him

- 11 2 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred

- 11 3 A person becoming entitled to a share by reason of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company

12 ALTERATION OF SHARE CAPITAL

- 12 1 The Company may by ordinary resolution

- (a) increase its share capital by new shares of such amount as the resolution prescribes,
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and

- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled

12 2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

12 3 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

13 PURCHASE OF OWN SHARES

13 1 Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

14 GENERAL MEETINGS

14 1 All general meetings other than annual general meetings shall be called extraordinary general meetings. The quorum necessary for a general meeting shall be not less than two members owning together not less than 75% of the shares in the Company.

14 2 The directors may call general meetings and, on the requisition of members under the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 28 days after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member may call a general meeting.

15 NOTICE OF GENERAL MEETINGS

15 1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed, by all the members or the member (if there is only one member) entitled to attend and vote at that meeting.

15 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

15 3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all the persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

- 15 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

16 **PROCEEDINGS AT GENERAL MEETINGS**

- 16 1 No business shall be transacted at any meeting (including adjourned meetings) unless a quorum is present

- 16 2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such day and at such time and place as the directors may determine. If at such adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, one member present in person or by proxy or (being a corporation) by its duly authorised representative shall be a quorum

- 16 3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman. The chairman at any general meeting shall not be entitled to a second or casting vote

- 16 4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman

- 16 5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company

- 16 6 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice

- 16 7 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded

(a) by the chairman, or

(b) by any member present in person or by proxy and entitled to vote

- 16 8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

- 16 9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 16 10 A poll shall be taken in such manner as the chairman directs and he may appoint scrutineers (who need not be members) and fix a place and time for declaring the result of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 16 11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 16 12 No notice need be given of a poll not taken forthwith if the time and place at which it is taken are announced at the meeting at which it is demanded In any other case at least seven clear days' notice shall be given specifying the time and place time at which the poll is to be taken
- 16 13 A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly This Article is in addition to, and not limited by the provisions in sections 381A, 381B and 381C of the Act

17 GENERAL MEETINGS BY TELEPHONE

- 17 1 A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able
- (a) to hear each of the other participating members addressing the meeting, and
- (b) if it so wishes, to address all of the other participating members simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods
- 17 2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum
- 17 3 A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates
- 17 4 A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains Regulation 46 of Table A shall be amended accordingly

- 17 5 References in this Article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives

18 **VOTES OF MEMBERS**

- 18 1 The voting rights of shareholders prior to the Step-Down Date shall be governed by Article 3 3 and on or after the Step-Down Date shall be governed by Article 3 4

- 18 2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members

- 18 3 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

- 18 4 No member shall, unless the directors otherwise determine, be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid

- 18 5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive

- 18 6 On a poll votes may be given either personally or by proxy A member may appoint more than one proxy to attend on the same occasion Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it

- 18 7 An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointer

- 18 8 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may

- (a) in the case of an instrument in writing be left at or sent by post or by facsimile transmission to the Office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications-

- (i) in the notice convening the meeting, or
- (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at any time before the time appointed for the taking of the poll, or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

- 18 9 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

19 **DIRECTORS**

- 19 1 The number of directors shall be not less than two and shall not be subject to a maximum number

19 2 Prior to the Step Down Date

- (a) the Majority A Shareholders shall be entitled by notice in writing signed by them and left at or sent by registered post to the Office to appoint up to two directors (each an “**A Director**”) and two Alternates, to remove any A Director or Alternate appointed by them and appoint any other person to be an A Director or Alternate in the place of an A Director or Alternate removed under this Article or in the place of any A Director or Alternate vacating or ceasing to hold office in any way and originally so appointed by them,
- (b) the Majority B Shareholders shall be entitled by notice in writing signed by them and left at or sent by registered post to the Office to appoint one director (the “**B Director**”) and an Alternate, to remove the B Director or Alternate appointed by them and appoint any other person to be the B Director or Alternate in the place of the B Director or Alternate removed under this Article or in the place of the B Director or

Alternate vacating or ceasing to hold office in any way and originally so appointed by them,

- (c) the Majority C Shareholders shall be entitled by notice in writing signed by them and left at or sent by registered post to the Office to appoint one director (the “**C Director**”) and an Alternate, to remove the C Director or Alternate appointed by them and appoint any other person to be the C Director or Alternate in the place of the C Director or Alternate removed under this Article or in the place of the C Director or Alternate vacating or ceasing to hold office in any way and originally so appointed by them, and
- (d) the Majority D Shareholders shall be entitled by notice in writing signed by them and left at or sent by registered post to the Office to appoint one director (the “**D Director**”) and an Alternate, to remove the D Director or Alternate appointed by them and appoint any other person to be the D Director or Alternate in the place of the D Director or Alternate removed under this Article or in the place of the D Director or Alternate vacating or ceasing to hold office in any way and originally so appointed by them

19 3 On and after the Step-Down Date

- (a) a person holding shares representing not less than 10%, but not more than 50%, of the shares in issue shall be entitled by notice in writing signed by it and left at or sent by registered post to the Office to appoint one director, remove the director appointed by it and, if desired, appoint a director in his place, and
- (b) a person holding shares representing more than 50% of the shares in issue shall be entitled by notice in writing signed by it and left at or sent by registered post to the Office to appoint two directors, remove the directors appointed by it and, if desired, appoint directors in their place

19 4 Any notice given under Article 19 2 or 19 3 shall take effect immediately upon delivery to the Company at the Office A director appointed under Article 19 2 or 19 3 may not be removed except in accordance with the relevant Article

19 5 Every director appointed under Article 19 2 or 19 3 shall hold office until he is either removed or dies or vacates office under Article 19 14 and (subject to the provisions of section 303 of the Act) neither the Company in general meeting nor the directors shall have power to fill any vacancy so arising

19 6 Any director appointed under Article 19 2 or 19 3 shall be at liberty from time to time and at any time to make such disclosures to the shareholder (and any member of the shareholder’s Group) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine

19 7 Except in the manner provided by Article 19 2 or 19 3 no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the director shall have power to fill any such vacancy

19 8 Prior to the Step-Down Date, any A Director appointed under Article 19 2 shall at a meeting of the board of directors have two votes Any director appointed under Article 19 2 that is not an A Director shall at a meeting of the board of directors have one vote

- 19 9 On and after the Step Down Date, any director appointed under Article 19 3(b) shall at a meeting of the board of directors have two votes Any director appointed under Article 19 3(a) shall at a meeting of the board of directors have one vote
- 19 10 A director need not hold any shares of the Company to qualify as a director but he shall be entitled to receive notice of and attend all general meetings of the Company and at all other meetings of the holders of any class of shares in the capital of the Company
- 19 11 If any director shall be called upon to perform extra services or make special exertions for any of the purposes of the Company the Company may remunerate the director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by the directors and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a director
- 19 12 Subject to the provisions of the Act and to any directions given by special resolution, save as expressly provided elsewhere in these Articles, the business of the Company shall be managed by the directors who may exercise all the powers of the Company including the power to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, or loan stock and other securities or instruments as security for any debt, liability or obligation of the Company or of any third party The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such terms as they determine, including authority for the agent to delegate all or any of his powers
- 19 13 Without prejudice to the obligation of a director to disclose his interests in accordance with section 317 of the Act, a director may vote at any meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted
- 19 14 The office of director shall be vacated if the director
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - (b) becomes prohibited from being a director by reason of any order made under the Company Directors Disqualification Act 1986,
 - (c) in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging all or any of his duties as a director,
 - (d) resigns his office by notice in writing to the Company, or
 - (e) is removed from office under Article 19 2 or 19 3

20 **ALTERNATE DIRECTORS**

- 20 1 Acting under the authority of a shareholder under Article 19 2 or 19 3, any director may by writing under his hand appoint any other person authorised by such shareholder to be his Alternate
- 20 2 Every Alternate shall

- (a) subject to his giving to the Company an address and/or an address for receiving electronic communications within the United Kingdom at which notices may be served on him, be entitled to receive notices of all meetings of the directors,
 - (b) in the absence from the board of directors of the director who appointed him, be entitled to exercise all the powers, rights, duties and authorities of the director appointing him
- 20 3 Under the authority of a shareholder under Article 19 2 or 19 3, a director may at any time revoke the appointment of an Alternate appointed by him under Article 20 1, and subject to the relevant shareholder approval may appoint another person in his place
- 20 4 If a director shall die or cease to hold office as director the appointment of his Alternate shall thereupon cease and determine
- 20 5 An Alternate shall not be counted in reckoning the maximum number of directors allowed by these Articles for the time being
- 20 6 In addition to his own vote(s), at meetings of directors a director acting as Alternate shall have additional votes, equal to the sum of the number of votes of each director for whom he acts as Alternate (unless any such director is present at the meeting)
- 20 7 Every person acting as Alternate shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of or for the director appointing him The remuneration of any such Alternate shall be payable out of the remuneration payable to the director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate and the director appointing him
- 21 **PROCEEDINGS OF DIRECTORS**
- 21 1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit A director may, and the secretary at the request of a director shall, call a meeting of the directors Questions arising at a meeting shall be decided by a majority of votes
- 21 2 No business shall be transacted at any meeting (including adjourned meetings) unless quorum is present Prior to the Step-Down Date, a quorum shall be two A Directors, one B Director, one C Director and one D Director On or after the Step-Down Date, a quorum shall be two directors appointed pursuant to Article 19 3(b) and one other director
- 21 3 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be valid and effectual as if it has been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, but a resolution signed by an Alternate need not also be signed by his appointer and, if it is signed by a director who has appointed an Alternate it need not be signed by the Alternate in that capacity
- 21 4 The chairman of the board shall be rotate annually between the directors The chairman shall have no casting vote
- 21 5 The directors may delegate any of their powers to committees Any committee so formed shall exercise only the powers so delegated and shall conform to any regulations that may be

imposed by the directors. Any director or Alternate shall have the right but not the obligation to attend the meetings of any committees so formed. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or without exclusion of their own powers and may be revoked or altered.

21 6 The meeting and proceedings of any committee of the directors formed under Article 21 3 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors under Article 21 1.

21 7 Any director or Alternate or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

21 8 The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of chief executive or managing or joint managing or deputy or assistant managing director (or variations on the same) as the directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a director appointed to any such executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director from any cause ipso facto and immediately cease to hold such executive office.

22 **SECRETARY**

22 1 Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit, and any secretary so appointed may be removed by the directors.

23 **MINUTES**

23 1 The directors shall cause minutes to be made in books kept for the purpose

(a) of all appointments of officers made by the directors, and

(b) of all proceedings of meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

24 **DIVIDENDS**

24 1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

24 2 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any

preferential dividend is in arrears. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

- 24 3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- 24 4 The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.
- 24 5 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to such distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 24 6 Any dividend or other moneys payable on or in respect of a share may be paid
- (a) by cheque sent by post to the registered address of the person entitled, or
 - (b) by electronic communication (telegraphic transfer) sent to the bank account notified to the Company for such purposes of the person entitled, or
 - (c) if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder
 - (i) by electronic payment (telegraphic transfer) sent to the bank account notified to the Company for such purposes, or
 - (ii) by cheque sent by post to the registered address

of that one of those persons who is first named in the register of members or to such person and to such address or bank account as the person or persons entitled may in writing direct.

Every cheque shall be made payable to the order of the person or persons entitled. In the alternative, payment by cheque or by electronic communication may be made to such other person as the person or persons entitled may in writing direct and payment of the cheque or, in the case of payment by electronic communication evidence of payment by the Company to the address notified in writing to the Company by the person or persons entitled to payment, shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

- 24 7 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.

24 8 Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company

25 ACCOUNTS

25 1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company

26 CAPITALISATION OF PROFITS

26 1 The directors may with the authority of an ordinary resolution of the Company

- (a) subject as provided in this Article, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares, debentures or loan stock of the Company of a nominal amount equal to such sum, and allot the shares or loan stock credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,
- (c) resolve that any shares so allotted to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as such shares remain partly paid, only to the extent that such partly-paid shares rank for dividend,
- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares, debentures or loan stock becoming distributable under this Article in fractions, and
- (e) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they may be entitled upon such capitalisation, any agreement made under such authority being binding on all such members

27 NOTICES

27 1 Any notice to be given to or by any person under these Articles shall be in writing (except that a notice calling a meeting of the directors need not be in writing) or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice

27 2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that

address or by giving it using electronic communications to an address for the time being notified to the Company by the member. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. Any member whose registered address is not within the United Kingdom shall be entitled to have notices given to him at that address.

- 27 3 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting, and, where requisite, of the purposes for which it was called.
- 27 4 Every person who becomes entitled to any share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been given to the person from whom he derives his title.
- 27 5 A notice sent to a member (or other person entitled to receive notices under these Articles) is deemed to be given by post to an address within the United Kingdom
- (i) 24 hours after posting, if pre-paid as first class, or
 - (ii) 48 hours after posting, if pre-paid as second class, or
 - (b) by post to an address outside the United Kingdom 72 hours after posting, if pre-paid as airmail.

Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a member's registered address is deemed to have been given on the day it was left.

- 27 6 A notice sent to a member (or other person entitled to receive notices under these Articles) is deemed to be given by an electronic communication 48 hours after the time it was sent provided that no error message has been received indicating failed delivery. Proof that a notice contained in an electronic communication was sent, is conclusive evidence that the notice was given, if evidenced.
- (a) in relation to a notice sent by fax, by a copy of the fax report showing the date and time of transmission and the address notified to the Company under Article 27 7 for such purposes, or
 - (b) in relation to a notice sent by e-mail, by a copy of the e-mail showing the date and time of sending and the address notified to the Company under Article 27 7 for such purposes, or
 - (c) in relation to any other method of electronic communication, by a record of such communication showing date and time of transmission and the address notified to the Company under Article 27 7 for such purposes.
- 27 7 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description, at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such

an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

28 WINDING UP

- 28 1 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members *in specie* the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability

29 INDEMNITY

- 29 1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is or was a director, Alternate or secretary of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred

- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or
- (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

- 29 2 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was

- (a) a director, Alternate, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,

indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company

30 SOLE MEMBER

- 30 1 If and for so long as the Company has only one member

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and Article 16 1 is modified accordingly,
- (b) a proxy for the sole member may vote on a show of hands and these Articles are modified accordingly,

- (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by these Articles, and
- (d) all other provisions of these Articles apply with any necessary modification (unless the provision expressly provides otherwise)