

Company number
07060603

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTION

OF

ADEPTIO PHARMACEUTICALS LIMITED (the Company)

UNDER CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006

By a written resolution dated 16 September 2013, the holders of not less than 75% of the issued ordinary share capital of the Company agreed to the following resolution being passed as a special resolution of the holders of the issued ordinary share capital of the Company

Special resolution

That

The articles of association of the Company be amended in the following ways

- (a) by deleting "the third anniversary of the issue of the Preference Shares" and it with "31 December 2016" in article 31(c) so that the article, as amended, reads

"The Company shall redeem all of the Preference Shares in issue (if any) on the first Business Day following 31 December 2016 (or such later date as the holder or holders of a majority of the Preference Shares may notify in writing to the Company and the other Preference Shareholders at least 90 days prior to the date the Preference Shares would otherwise be required to be redeemed pursuant to this Article 31(c), or, if earlier, unless directed to the contrary by the holder or holders of a majority in number of Preference Shares, on a Sale or a Listing "

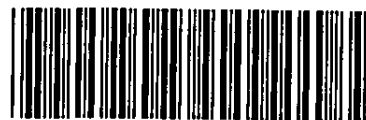
- (b) by inserting a new article 48A regarding the Company's ability to purchase its own shares, which reads

"The Company may purchase its own shares in accordance with (and up to the maximum limits set out in) section 692(1)(b) of the Companies Act "



Director

THURSDAY



L2HPN9SW
LD2 26/09/2013 #277
COMPANIES HOUSE

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

of
ADEPTIO PHARMACEUTICALS LIMITED¹

(As amended by special resolution passed on 16 September 2013)

No. 07060603

¹ The company was incorporated under the name Adeptio Limited and adopted its current name on 8 February 2012

ALLEN & OVERY

Allen & Overy LLP



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Company number
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THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ADEPTIO PHARMACEUTICALS LIMITED

*(as amended by special resolution
passed on 16 September 2013)*

PRELIMINARY

1. Model regulations do not apply

None of the articles in the model articles for a private company limited by shares set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 shall apply to the Company

INTERPRETATION

2. Defined terms

- (a) In the Articles, unless the context requires otherwise

A Shares means the A ordinary shares of £0 001 each in the capital of the Company and **A Shareholder** means a holder of any of those shares,

acting in concert shall bear the meaning given to it in the City Code on Takeovers and Mergers,

Articles means the Company's articles of association, as from time to time amended,

B Shares means the B ordinary shares of £0 001 each in the capital of the Company and **B Shareholder** means a holder of any of those shares,

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

Board means the board of directors of the Company,

Board Consent means the consent or approval of the Board, given in writing or given at a meeting of the Board (or a committee of the Board), in each case specifically referred to as representing Board consent, and the Board may give any such consent on such terms and conditions as it thinks fit,

Business Day means a day which is not a Saturday or a Sunday or a public holiday in England,

C Shares means the C ordinary shares of £0 001 each in the capital of the Company and **C Shareholder** means a holder of any of those shares,

Chairman means the Director appointed under Article 21,

Chairman of the Meeting has the meaning given in Article 54(c),

Companies Act means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force,

Company means Adeptio Pharmaceuticals Limited (registered number 07060603),

Connected Person shall have the meaning given to it in section 1122 of the Corporation Tax Act 2010,

Consultant means a secondee, consultant or contractor engaged by the Company,

Controlling Interest in relation to a person means the ownership by that person and his Connected Persons and persons acting in concert of Shares carrying the right to exercise more than 50% of the total number of votes which may be cast on a poll at general meetings of the Company's Shareholders on all, or substantially all, matters,

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

Distribution Recipient has the meaning given in Article 44(b),

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

Drag Along Notice has the meaning given in Article 38,

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

Eligible Director means a Director who is entitled to vote on the relevant matter at a Directors' meeting but excluding any Director whose vote is not to be counted in respect of the relevant matter,

Employee means an employee or Director and the terms **Employed** and **Employment** shall be construed accordingly,

equity share means any Share other than a Share which, either as respects dividends or as respects capital, only carries the right to participate up to a specified amount in a distribution,

executed includes any mode of execution,

Fair Price has the meaning given to it in Article 39(a),

Family Member in relation to an individual means his spouse, child or any other dependent,

Family Trust means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) under which no immediate beneficial interest in the Shares in question is for the time being or may in future be vested in any person other than the person establishing the trust and his Family Members,

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

Group means the Company and its Subsidiaries (if any) from time to time and **Group Company** means any of them,

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

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

Inherent Conflict has the meaning given in Article 16(a),

instrument means a document in hard copy form,

Listing means the admission to listing of any of the equity shares in the Company on any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000),

Majority A Holders means the holder or holders of more than 50 % of the A Shares in issue,

ordinary resolution has the meaning given in section 282 of the Companies Act,

Ordinary Shares means the A Shares, the B Shares and the C Shares or any of them,

paid means paid or credited as paid,

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

Permitted Transferee in relation to a person means any other person to whom that first person may transfer Shares pursuant to Article 35(a)(i),

Preference Shares means the cumulative redeemable preference shares of £1 00 each in the capital of the Company and **Preference Shareholder** means a holder of any of those shares,

Preference Dividend has the meaning given in Article 30(b),

Proxy Notice has the meaning given in Article 58(a),

Relevant Situation has the meaning given in Article 17(a),

Restructuring means any reorganisation, debt for equity swap, recapitalisation or other restructuring effected as a result of a material breach or (in the reasonable opinion of the Majority A Holders) to avoid a breach, by any member of the Group of any covenant relating to or concerning the financial affairs and/or position of any member of the Group contained in any loan agreement or loan arrangement (in particular, but without limitation, any such covenant which is referred to in such agreement or arrangement as a "financial covenant" or similar expression),

Sale means the sale of all or substantially all of the Shares or the disposal by one or more related transactions of all or substantially all of the business of the Group, in each case to a single buyer or buyers acting in concert,

Shareholder means an A Shareholder, a B Shareholder, a C Shareholder or a Preference Shareholder,

Shares means the shares in the capital of the Company for the time being in issue,

special resolution has the meaning given in section 283 of the Companies Act,

Statutes means the Companies Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Act,

Subscription Price means, in relation to a Share, the amount paid upon that Share plus the amount of any premium at which that Share was issued, to the extent the same has not been distributed by way of bonus issue or repayment of capital in respect of that Share,

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

Tag Along Offer has the meaning given in Article 37(a)(ii),

Transmittee means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,

Valuers has the meaning given in Article 39(a), and

writing or **written** includes fax and e-mail but excludes text messages and other communications in electronic form

- (b) Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act as in force on the date when these Articles become binding on the Company
- (c) Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations
- (d) Headings to the Articles are inserted for convenience only and shall not affect construction

OBJECTS

3. Unrestricted objects

Nothing in the Articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Companies Act, the Company's objects are unrestricted

LIMITED LIABILITY

4. Liability of members

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

DIRECTORS' GENERAL POWERS, DUTIES AND RESPONSIBILITIES

5. Directors' general powers

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

6. Directors may delegate

- (a) Subject to the Articles, the Board may delegate any of the powers which are conferred on it under the Articles

- (i) to such person or committee,
- (ii) by such means (including by power of attorney);
- (iii) to such an extent,
- (iv) in relation to such matters or territories, and
- (v) on such terms and conditions,

as it thinks fit

- (b) If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated
- (c) The Board may revoke any delegation in whole or part, or alter its terms and conditions

7. Committees

- (a) Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors
- (b) The Board may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

8. Directors to take decisions collectively

- (a) The general rule about decision-making by Directors is that any decision of the Directors must be taken in accordance with this Article or Article 9.
- (b) In the case of an equality of votes at any meeting of the Directors or a committee of the Directors the Chairman shall have a second or casting vote
- (c) Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes

9. Unanimous decisions

- (a) A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- (b) Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing
- (c) A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting

10. Calling a Directors' meeting

- (a) Any Director may call a Directors' meeting by giving at least 72 hours' notice of the meeting to the Directors (wherever they may be) unless in any particular case a majority of the Directors otherwise agree or by authorising the Company's secretary (if any) to give such notice
- (b) Notice of any Directors' meeting must indicate
 - (i) its proposed date and time,
 - (ii) where it is to take place, and
 - (iii) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (c) Notice of a Directors' meeting must be given to each Director, but need not be in writing
- (d) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

11. Participation in Directors' meetings

- (a) Subject to the Articles, Directors **participate** in a Directors' meeting, or part of a Directors' meeting, when
 - (i) the meeting has been called and takes place in accordance with the Articles; and
 - (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (b) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other
- (c) If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is, in the absence of such a decision, the meeting is deemed to take place at the location from where the Chairman participates

12. Quorum for Directors' meetings

- (a) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (b) Subject to Article 18 and to paragraph (d), the quorum for Directors' meetings and committee meetings is two Directors
- (c) If a quorum is not present at the time for which the meeting was called or ceases to be present thereafter, the meeting (the **First Meeting**) shall be adjourned to a day being no more than 10 days from the date of the First Meeting at the same time and place. The Company shall give notice to each Director who did not attend the First Meeting requiring him either to attend the adjourned meeting of the Directors or to state in writing his views on the matters to be discussed at that meeting. If any Director having received such notice fails to attend such adjourned meeting those Directors who are present at such adjourned meeting shall constitute a quorum

- (d) For the purpose of any Directors' meeting (or part of a meeting) held in accordance with Article 17 to authorise a Director's conflict of interest, or Article 18(c) to consider any matter referred to in that Article, if only one Eligible Director is in office, the quorum is one Eligible Director
- (e) If the total number of Directors for the time being in office is less than the quorum required, the Director or Directors in office must not take any decision other than a decision
 - (i) to appoint one or more further Directors under Article 22,
 - (ii) to request the relevant Shareholders to appoint one or more further Directors under Article 22; or
 - (iii) to call a general meeting so as to enable the Shareholders to appoint further Directors

13. Chairing of Directors' meetings

- (a) The Chairman appointed under Article 21 shall chair Directors' meetings
- (b) If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors may appoint one of themselves to chair it

14. Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

DIRECTORS' INTERESTS

15. Directors' interests in relation to transactions or arrangements with the Company

The relevant provisions of the Companies Act (including without limitation sections 177 and 182 of the Companies Act) shall apply in relation to declarations of interests in proposed and existing transactions or arrangements with the Company

16. Inherent Conflicts

- (a) An **Inherent Conflict** is a situation where a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company in circumstances where that situation arises as a direct or indirect result of the business aims, ownership and control of the Company and contracts with Shareholders, Directors and others, including (without limitation) the Director's relationship with the Shareholder who appointed him (or any of that Shareholder's Subsidiaries)
- (b) A Director is authorised to have an interest which constitutes an Inherent Conflict
- (c) A Director who is subject to an Inherent Conflict may, subject to Article 18, vote as a Director (and be counted in the quorum) (unless the Board in their absolute discretion determine otherwise) on a decision concerning any such situation and attend a meeting, or participate in any discussion, relating to that situation and receive information or advice received by the Company on such situations
- (d) Any reference in paragraph (a) to a conflict of interest includes a conflict of interest and duty and a conflict of duties

17. Directors' interests other than in relation to transactions or arrangements with the Company

- (a) If a situation other than one relating to an Inherent Conflict (a **Relevant Situation**) arises in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the Company.
- (i) if the Relevant Situation arises from the appointment or proposed appointment of a person as a Director of the Company
- (A) the Directors (including the Director, and any other Director with a similar interest, shall be counted in the quorum at the meeting and shall be entitled to vote on the resolution unless the Board in their absolute discretion determine otherwise); or
- (B) the Shareholders (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Ordinary Shares of the Company),
- may resolve to authorise the appointment of the Director and the Relevant Situation on such terms as they may determine,
- (ii) if the Relevant Situation arises in circumstances other than in sub-paragraph (i)
- (A) the Directors (including the Director and any other Director with a similar interest who shall be counted in the quorum at the meeting and shall be entitled to vote on the resolution unless the Board in their absolute discretion determine otherwise), or
- (B) the Shareholders (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Ordinary Shares of the Company),
- may resolve to authorise the Relevant Situation and the continuing performance by the Director of his duties on such terms as they may determine
- (b) Any reference in paragraph (a) to a conflict of interest includes a conflict of interest and duty and a conflict of duties
- (c) Any terms determined by the Directors or the Shareholders under sub-paragraphs (a)(i) or (a)(ii) may be imposed at the time of the authorisation or may be imposed or varied subsequently by either the Directors or the Shareholders and may include (without limitation)
- (i) whether the interested Directors may vote (and be counted in the quorum at any meeting) in relation to any decision relating to the Relevant Situation,
- (ii) the exclusion of the interested Directors from all information and discussion by the Company of the Relevant Situation, and
- (iii) (without prejudice to the general obligations of confidentiality) the application to the interested Directors of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation
- (d) Any authorisation given under sub-paragraphs (a)(i) or (a)(ii) may be withdrawn by either the Directors or the Shareholders by giving notice to the Director concerned

- (e) An interested Director must act in accordance with any terms determined by the Directors or the Shareholders under sub-paragraphs (a)(i) or (a)(ii)
- (f) Except as specified in paragraph (a), any proposal made to the Directors and any authorisation by the Directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and decided by the Directors in accordance with the Articles.
- (g) Any authorisation of a Relevant Situation given by the Directors or the Shareholders under paragraph (a) may provide that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence
- (h)
 - (i) If the Directors make an authorisation under paragraph (a), impose or vary the terms of an authorisation under paragraph (c), or withdraw an authorisation under paragraph (d), they shall, as soon as reasonably practicable, notify the Shareholders of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms
 - (ii) If the Shareholders make an authorisation under paragraph (a), impose or vary the terms of an authorisation under paragraph (c), or withdraw an authorisation under paragraph (d), they shall, as soon as reasonably practicable, notify the Directors of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms
- (i)
 - (i) A Director shall, as soon as reasonably practicable, declare the nature and extent of his interest in a Relevant Situation within sub-paragraph (a)(i) or (a)(ii) to the other Directors and the Shareholders

Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest
 - (ii) If a declaration of interest in relation to a Relevant Situation proves to be, or becomes, inaccurate or incomplete, a further declaration must be made

18. Directors' interests generally and voting

- (a) Subject to the Companies Act and to Articles 15 and 17, a Director notwithstanding his office
 - (i) may be a party to, or otherwise interested or participate in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
 - (ii) may act by himself or his firm in a professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration as if he were not a Director,
 - (iii) may be a Director or other officer of, or Employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
 - (iv) shall not, by reason of his office (or of the fiduciary relationship established by holding that office), be accountable to the Company for any remuneration, profit or other benefit resulting from any Inherent Conflict authorised under Article 16, any Relevant Situation authorised under Article 17 or any interest permitted under sub-paragraphs (a)(i), (a)(ii), or (a)(iii) above, and no contract, transaction or arrangement shall be liable to be avoided on the grounds of any Director having an interest authorised under Article 16, Article 17 or permitted under sub-paragraphs (a)(i), (a)(ii), or (a)(iii) above.

- (b) Subject to Articles 15 and 17 and to paragraph (c) below, a Director shall be entitled to vote on any decision concerning any matter in which he has, directly or indirectly, an interest or a duty
- (c) The provisions of paragraph (b) shall not apply if or to the extent the Board resolve in their absolute discretion that such Director cannot vote on any decision, or be counted towards the quorum, concerning any matter in which he has, directly or indirectly, an interest or a duty
- (d) Subject to the Companies Act, the Company may, by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Ordinary Shares of the Company, suspend or relax the provisions of this Article to any extent or ratify any contract, transaction or arrangement not duly authorised by reason of a contravention of this Article

APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

19. Number of Directors

The number of Directors shall not, unless otherwise determined by an ordinary resolution of the Company, be less than two nor more than six in number

20. Appointment and removal of Directors

The Board may appoint Directors of the Company and remove from office any such Director and, if desired, appoint another in his place

21. Appointment and removal of Chairman

The Chairman of the Board shall be such Director as may from time to time be nominated as such by the Directors, who may remove such person from office and appoint another in his place

22. Termination of Director's appointment

A person ceases to be a Director as soon as

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

23. Directors' services and remuneration

- (a) Directors may undertake any services for the Company that the Directors decide and the Company may enter into a contract of service with any Director on such terms as the Directors think fit
- (b) Directors are entitled to such remuneration as the Board determines:
 - (i) for their services to the Company as Directors, and
 - (ii) for any other service which they undertake for the Company
- (c) Subject to the Articles, a Director's remuneration may take any form
- (d) Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

SHARES – GENERAL

24. Share capital

The A Shares, B Shares, C Shares and the Preference Shares shall be separate classes of Shares and shall have the rights and restrictions set out in these Articles

25. All Shares to be fully paid up

- (a) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- (b) This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

26. Powers to allot Shares

- (a) Subject to the Articles, but without prejudice to paragraph (b) or to the rights attached to any existing Share, the Company may authorise the Directors to issue further classes of shares with such rights or restrictions as may be determined by ordinary resolution
- (b) The Directors are generally and unconditionally authorised, in accordance with section 551 of the Companies Act, to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or convert any security into shares in the Company, up to a maximum nominal amount of £5,000,000
- (c) The authority contained in paragraph (b) shall expire on the day five years after the date of the adoption of these Articles but the Company may, before the authority expires, make an offer or agreement which would or might require shares to be allotted or rights to be granted after it expires
- (d) Sections 561 and 562 of the Companies Act are excluded
- (e) The Company may authorise the Directors to issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Company by ordinary resolution may determine the terms, conditions and manner of redemption of any such shares
- (f) If the rights and restrictions attaching to shares are determined by ordinary resolution, pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act in the absence of any provisions in the Articles of a Company, as if those rights and restrictions were set out in the Articles

27. Company not bound by less than absolute interests

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

28. Share certificates

- (a) The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- (b) Every certificate must specify
 - (i) in respect of how many Shares, of what class, it is issued,
 - (ii) the nominal value of those Shares,
 - (iii) that the Shares are fully paid, and
 - (iv) any distinguishing numbers assigned to them
- (c) No certificate may be issued in respect of Shares of more than one class
- (d) If more than one person holds a Share, only one certificate may be issued in respect of it
- (e) Certificates must
 - (i) have affixed to them the Company's common or official seal and in the case of an official seal, unless otherwise determined by the Directors, the certificate does not need to be signed, or
 - (ii) be otherwise executed in accordance with the Companies Act

29. Replacement share certificates

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

SHARE RIGHTS AND RESTRICTIONS

30. Income, dividends

- (a) Subject to redemption in full of all Preference Shares, together with all accrued and/or unpaid amounts of Preference Dividend, any profits available for distribution which the Company may decide to distribute shall be applied in distributing such profits amongst the holders of the A Shares, the B Shares and the C Shares (*pari passu* as if the A Shares, B Shares and C Shares constituted one class of shares) pro rata to their respective shareholdings
- (b) Each Preference Share shall accrue (without resolution of the Board or of the Company in general meeting and before application of any profits to reserve or for any other purpose) a fixed cumulative preferential dividend at the annual rate of 5.00% of the issue price of £1.00 per Preference Share (excluding any associated tax credit) compounded annually on 30 September in each year which shall accrue daily and be calculated in respect of the period to such date assuming a 365-day year whether or not earned or declared and whether or not there are sufficient profits available for distribution to permit such payment (the **Preference Dividend**)
- (c) Each Preference Dividend shall be paid on the earlier of the date on which a dividend is declared on any Ordinary Shares in accordance with Article 43 and the date of redemption of any Preference Shares in accordance with Article 31(c) and shall be paid to the person registered as the holder of the relevant Shares or Shares on that date and shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of Ordinary Shareholders in respect of share capital
- (d) The Preference Dividend shall, provided the Company has sufficient profits available for distribution out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the Company on the relevant payment date specified in paragraph (c) above. If and to the extent that the debt so constituted is not paid in full on the payment date concerned, the unpaid amount shall carry interest at 5.00% in respect of the period from and including the payment date concerned to the date of actual payment
- (e) If the Company is unable to pay in full on the due date any Preference Dividend by reason of having insufficient profits available for distribution then it shall on such date pay the same to the extent that it is lawfully able to do so and the unpaid amount shall carry interest at the 5.00% in respect of the period from and including the payment date concerned down to and including the date of actual payment. Such interest shall accumulate and form part of the Preference Dividend to which it relates. It shall not therefore become payable until the Company has sufficient profits available for distribution with which to pay the relevant Preference Dividend
- (f) Where by reason of the Company having had insufficient profits available for distribution it is in arrears with the payment of any Preference Dividend, the first profits available for distribution arising thereafter shall be applied first in or towards paying off all accruals and/or unpaid amounts of Preference Dividend and thereafter in or towards redeeming all Preference Shares which have not been redeemed on or by the due date for redemption in accordance with Article 31(c)
- (g) Subject to the Statutes and to the extent lawful, the Company shall procure that its Subsidiaries declare and pay to the Company such sums as are required to fund the payment of the Preference Dividend together with any arrears or accruals of the Preference Dividend
- (h) A Preference Share shall not entitle the holder to any further rights of participation in the profits of the Company

31. Capital and redemption

- (a) On a return of capital, on a winding up or otherwise (but not in respect of any redemption, conversion or purchase of Shares by the Company), the assets of the Company available for distribution to Shareholders shall be applied in the following manner and order of priority
 - (i) first, in paying to each holder of a Preference Share, in priority to any payment to the holders of the A Shares and B Shares, a sum equal to all arrears and accruals (if any) of the Preference Dividend, whether or not such dividends have been earned or declared, calculated down to and including the date of the commencement of the winding-up (in the case of a winding-up) or the return of capital (in any other case) together with the sum of £1 00 per Preference Share, and
 - (ii) second, in distributing any surplus assets remaining, after the payments under sub-paragraph (i) above between the A Shareholders, the B Shareholders and the C Shareholders pro rata to their respective shareholdings as if they constituted the same class
- (b) Except as provided in Articles 31(c) to 31(k) below, a Preference Share does not entitle the holder to any further rights of participation in the capital of the Company
- (c) The Company shall redeem all of the Preference Shares in issue (if any) on the first Business Day following 31 December 2016² (or such later date as the holder or holders of a majority of the Preference Shares may notify in writing to the Company and the other Preference Shareholders at least 90 days prior to the date the Preference Shares would otherwise be required to be redeemed pursuant to this Article 31(c), or, if earlier, unless directed to the contrary by the holder or holders of a majority in number of Preference Shares, on a Sale or a Listing
- (d) The Company may, at any time on not less than 90 Business Days' notice (or such shorter notice as the holder or holders of a majority of the Preference Shares may agree) in writing to the holders of Preference Shares, redeem such total number of Preference Shares as is specified in such notice
- (e) Where Preference Shares are to be redeemed in accordance with Article 31(c) or 31(d), the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a **Redemption Notice**) The Redemption Notice shall specify the particular Preference Shares to be redeemed, the date fixed for redemption (which, in the case of a redemption pursuant to Article 31(c), shall be the expected date for redemption) and shall be given not less than 90 nor more than 112 Business Days prior to the date fixed for redemption (or such shorter notice as the holder or holders of a majority of the Preference Shares may agree) In the case of a redemption on a Sale or a Listing pursuant to Article 31(c), the Redemption Notice shall be conditional on such Sale or Listing occurring within one month of the date fixed for redemption, failing which the Redemption Notice shall be revoked
- (f) If the Company is not permitted by the Statutes or by law or some other provision of these Articles to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so
- (g) On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled Upon such delivery, the Company shall redeem each Preference Share to be redeemed and pay to (or to the order of) the holder (or, in the

² As amended by special resolution passed on 16 September 2013

case of any joint holders, to the holder whose name first appears in the Company's register of members in respect of such Preference Share) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies

- (h) If any certificate delivered to the Company pursuant to Article 31(g) includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Preference Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter)
- (i) There shall be paid on the redemption of each Preference Share an amount equal to
 - (a) £1 00, and
 - (b) all accruals and/or unpaid amounts of Preference Dividend in respect thereof, irrespective of whether such accruals and/or unpaid amounts have become due and payable in accordance with the provisions of these Articles, calculated down to and including the date of actual payment,

and such aggregate amount shall, subject to the Company having sufficient profits available for distribution or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares. If and to the extent that the debt so constituted is not paid in full on the due date, the unpaid amount shall carry interest at 5 00% in respect of the period from and including the due date down to and including the date of actual payment

- (j) If the Company is unable to pay the amounts referred to in Article 31(i) in full on a date fixed for redemption by reason of having insufficient profits available for distribution or not having other monies which may be lawfully applied for such redemption, then the amount so unpaid shall be increased by an amount equal to the interest which would have accrued had interest on the unpaid amount been charged at 5 00% in respect of the period from and including the due date down to and including the date of actual payment and shall be paid as soon thereafter as, and to the extent that, there are sufficient profits available for distribution or other monies that may lawfully be applied for such redemption have arisen
- (k) If the Company fails or is unable to redeem any of the Preference Shares in full on the date due for redemption for any reason whatsoever, all profits available for distribution (or other monies which may lawfully be applied for the purpose of redeeming shares) shall be applied in the order of priority specified in Article 31(a)
- (l) Subject to the Statutes and to the extent lawful, the Company shall procure that its Subsidiaries declare and pay to the Company such sums as are required to fund any redemption of the Preference Shares

32. Voting

- (a) Every holder of A Shares shall have one vote in respect of every A Share held by him
- (b) Every holder of B Shares shall have one vote in respect of every B Share held by him
- (c) Every holder of C Shares shall have one vote in respect of every C Share held by him.
- (d) The Preference Shares shall carry no right to receive notice of, attend or vote in any circumstances at any general meeting of the Company or vote for the purposes of any written resolution of the

Company (other than in respect of a variation of the class rights of the Preference Shares in accordance with Article 33)

VARIATION OF SHARE RIGHTS

33. Variation of rights

- (a) Subject to paragraph (c) below, whenever the capital of the Company is divided into different classes of Shares, all or any of the rights for the time being attached to any class of Shares in issue may from time to time (whether or not the Company is being wound up) be varied with the consent in writing of the holders of three-fourths in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of those Shares
- (b) All the provisions of these Articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis*, to every such separate general meeting, except that.
 - (i) the quorum at any such meeting (other than an adjourned meeting) shall be two members present in person or by proxy holding Shares of the class, and if there is only one member holding Shares of a class, the quorum is that sole member,
 - (ii) at an adjourned meeting the quorum shall be one member present in person or by proxy holding Shares of the class,
 - (iii) every holder of Shares of the class shall, on a poll, have one vote in respect of every Share of the class held by him; and
 - (iv) a poll may be demanded by any one holder of Shares of the class whether present in person or by proxy
- (c) The rights attached to the B Shares and the C Shares shall not be deemed to be varied by
 - (i) the creation or issue of further Shares ranking *pari passu* with them or in priority to them, or
 - (ii) the purchase or redemption by the Company of any of its own Shares, or
 - (iii) any alteration or conversion or reclassification or re-designation of the ordinary share capital of the Company to create one class of ordinary shares ranking *pari passu* in all respects (including as regards income and capital) in connection with a Listing or Restructuring, or
 - (iv) the adoption of new Articles on and with effect from a Listing or Restructuring, provided that, in the case of a Listing, an investment bank has confirmed to the Company that such Articles comply with the rules of the relevant listing authority and are otherwise suitable for a listed company, or
 - (v) the passing of any other resolutions necessary to facilitate a Listing or Restructuring

provided that any restriction under sub-paragraphs (i) to (v) above preserves the economic position of the A Shares, B Shares and C Shares relative to each other

TRANSFERS OF SHARES

34. Share transfers – general

- (a) Except as otherwise provided in Article 35 and Article 41 no person shall be entitled to transfer his or its Shares without Board Consent
- (b) The Directors shall refuse to register a proposed transfer not made under or permitted by Article 34(a) or 37
- (c) The Directors may also refuse to register a transfer of a Share on which the Company has a lien
- (d) If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal, unless they suspect that the proposed transfer may be fraudulent
- (e) A person executing an instrument of transfer of a Share is deemed to remain the holder of the Share until the name of the transferee is entered in the register of members in respect of it
- (f) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor
- (g) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- (h) The Company may retain any instrument of transfer which is registered.

35. Permitted transfers

- (a) Shares may be transferred
 - (i) by an individual Shareholder to a Family Member or to the trustees of a Family Trust,
 - (ii) in accordance with the Leaver provisions in Article 39, or
 - (iii) with prior written Board Consent
- (b) Any Shareholder may transfer all of his Shares by way of acceptance of a Tag Along Offer
- (c) Any Shareholder must transfer all of his Shares following, and as required by, the issue of a Drag Along Notice
- (d) A person must transfer any of his Shares in accordance with the compulsory transfer provisions in Article 36

36. Compulsory transfers general

- (a) If any trust whose trustees hold Shares in the Company ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and, if the Board so resolves, the holder of such Shares shall be required to transfer them back to the original transferor or to any person falling within the required relationship to the original transferor on terms determined by the Board
- (b) If there is a change in the Controller (or, if more than one, any of them) of a corporate Shareholder (not being a member of the Investor Group) that is beneficially interested in Shares in the Company,

or of any holding Company of such a corporate Shareholder, then that Shareholder shall without delay notify the Company that such event has occurred and, if the Board so resolves, the holder of such Shares shall be required to transfer them to such person, and on such terms including price, as the Board may direct. For the purposes of this paragraph a person is the **Controller** of a corporate Shareholder if he has the power or ability to direct the management or the policies of the corporate Shareholder, whether through the ownership of voting capital, by contract or otherwise.

- (c) If a person becomes entitled to Shares in the Company as a result of the bankruptcy of an individual Shareholder, such person shall, unless the Board resolves otherwise, be required to transfer such Shares to such person, and on such terms including price, as the Board may direct.
- (d) If a corporate Shareholder is beneficially interested in Shares in the Company and
 - (i) a receiver, receiver and manager or administrative receiver has been appointed in respect of such corporate Shareholder or in respect of the whole or any part of its assets or undertaking, or
 - (ii) an administration order has been made, or petition or application has been presented for such an order or documents have been filed with the court for the appointment of an administrator in respect of such corporate Shareholder, or
 - (iii) a resolution has been passed, or a petition has been presented or an order has been made for the winding-up of such corporate Shareholder or a liquidator has been appointed to such corporate Shareholder, or
 - (iv) a person has been appointed, or proceedings have commenced, or an order has been obtained or any other action has been taken of a type mentioned in any of the sub-paragraphs (i) to (iii) above in respect of such corporate Shareholder in any jurisdiction other than the United Kingdom,

such corporate Shareholder shall be required to transfer such Shares to such person, and on such terms including price, as the Board may direct.

- (e) If a person at any time attempts or purports to transfer a Share otherwise than in accordance with these Articles, the holder of that Share shall, unless the Board resolves otherwise, be required to transfer such Shares to such person, and on such terms including price, as the Board may direct.
- (f) Every holder of Shares in the Company (whether or not he is the beneficial owner of those Shares) shall ensure that he is at all times able and empowered to transfer with full title guarantee the Shares held by him if so required by these Articles, and any transfer of Shares required pursuant to Article 39 shall be made on that basis.
- (g) As security for his obligations under these Articles, each Shareholder hereby irrevocably appoints, jointly and severally, the Company and such person as may be nominated for the purpose by the holder or holders of a majority of the A Shares as his duly appointed agent to do such things in his name (including the completion, execution and delivery of documents) as may be required or reasonably considered by the agent to be desirable to effect any transfer of Shares held by that holder required
 - (i) pursuant to the compulsory transfer provisions in this Article, or
 - (ii) following the issue to such Shareholder of a Drag Along Notice; or

- (iii) pursuant to the Leaver provisions in Article 39 and to sign the terms of engagement of the Valuers (on such terms as the Board shall agree)

37. Tag along rights

- (a) No person shall transfer any Ordinary Shares in the Company if that transfer would result in a person other than an existing Shareholder obtaining or increasing a Controlling Interest (the **Proposed Transfer**) unless
 - (i) a Drag Along Notice is issued before or at the same time as the Proposed Transfer, or
 - (ii) an offer (a **Tag Along Offer**) has been made to all the other holders of Ordinary Shares to acquire all of their Ordinary Shares on terms no less favourable than those applying to the Proposed Transfer, and that offer
 - (A) has been approved by Board Consent, and
 - (B) contains an undertaking by the offeror to procure that the Company redeems in full all Preference Shares (which the offeror has not otherwise agreed to acquire) on or prior to completion of the Proposed Transfer, and
 - (C) is expressed to be open for acceptance for at least 21 days, or
 - (iii) the Proposed Transfer is made in connection with a Listing
- (b) An offer shall be a Tag Along Offer and shall be deemed to be on no less favourable terms notwithstanding that
 - (i) the consideration set out in the offer includes a loan note alternative,
 - (ii) the consideration set out in the offer includes an element of non-cash consideration in the form of securities of the relevant offeror or an associate of the offeror notwithstanding that particular Shareholders are receiving solely cash consideration; and/or
 - (iii) it contains a provision providing for the payment or reimbursement by the offeror, the Company or some other person of fees, costs and expenses incurred by some or all of the holders of the relevant Shares in connection with the transfer of the Shares held by them,

provided that, in respect of sub-paragraphs (i) and (ii) above, the form of consideration set out in the offer has received Board Consent

38. Drag along rights

(a) Exit on a Sale

If the holders of more than 50% of the A Shares (the **Drag Along Sellers**) propose to transfer all of their A Shares to any person or group of Connected Persons or persons acting in concert (the **Transferee**), all the other Shareholders (including any persons who become Shareholders upon exercise of any rights of subscription or conversion) (the **Compulsory Sellers**) shall, if so required by the Drag Along Sellers by notice in writing given to the Compulsory Sellers at any time before or at the same time as the proposed transfer (a **Drag Along Notice**), transfer (on such date, being no earlier than the date of the transfer by the Drag Along Sellers of their Shares, as may be specified by the Drag Along Sellers in the Drag Along Notice or otherwise) all of their Ordinary Shares to the Transferee on terms no less favourable than those applying to the transfer by any of the Drag Along

Sellers provided that the Transferee has undertaken to procure that the Company will redeem in full all Preference Shares (which the Transferee has not otherwise agreed to acquire) then outstanding on or before the date of completion of the transfer of the Shares of the Compulsory Sellers

(b) Exit on a Listing

If, in connection with a Listing, the Drag Along Sellers propose to transfer a proportion of their Ordinary Shares (the **Relevant Proportion**), the Compulsory Sellers shall, if so required by the Drag Along Sellers by a Drag Along Notice, transfer (on such date, being no earlier than the date of the transfer by the Drag Along Sellers of their Ordinary Shares, as may be specified by the Drag Along Sellers in the Drag Along Notice or otherwise) the Relevant Proportion of their Ordinary Shares in connection with the Listing as the Drag Along Sellers may direct on terms no less favourable than those applying to the transfer by any of the Drag Along Sellers

(c) No less favourable terms

A transfer shall be on terms no less favourable than those applying to a transfer in paragraphs (a) or (b) above notwithstanding that

- (i) the consideration for the transfer includes a loan note alternative,
- (ii) the consideration for the transfer includes an element of non-cash consideration in the form of securities of the relevant offeror or an associate of the offeror notwithstanding that particular Shareholders are receiving solely cash consideration, and/or
- (iii) it contains a provision providing for the payment or reimbursement by the Transferee, the Company or some other person of the fees, out-of-pocket costs and expenses incurred by some or all of the Drag Along Sellers in connection with the transfer of the Shares held by them

provided that, in respect of paragraphs (i) and (ii) above, the form of the consideration set out in the offer has received Board Consent

39. Leaver provisions

(a) For the purposes of this Article

Bad Leaver means a Leaver who is not a Good Leaver, provided that the Board may re-designate a Bad Leaver to be a Good Leaver on any grounds whatsoever,

Fair Price means

- (i) such price as may be agreed between the transferor and the Board, or
- (ii) failing (i), the price which the Valuers state in writing to be in their opinion the fair value of the Leaver's Shares on the basis of a sale as between a willing seller and a willing purchaser as at the Termination Date (or such later date as the Board may resolve),

Good Leaver means a Leaver who dies, suffers a physical or mental deterioration which, in the opinion of the Board, is sufficiently serious to prevent the relevant person from carrying out his or her normal duties under the relevant employment, service or consultancy agreement,

Leaver means any person who is at the date of adoption of these Articles, or who later becomes, an Employee or Consultant of a Group Company and who subsequently ceases to be an Employee or

Consultant of a Group Company (or who gives or receives notice of such cessation) (other than as a result of the Group disposing of all or substantially all of its assets) or whose Employment or engagement as a Consultant continues but he or she becomes entitled by reason of illness or disablement giving rise to permanent incapacity to receive benefits under the permanent health insurance scheme of the Company or any member of the Group (if any);

Leaver Period means

- (i) in respect of a Bad Leaver, 12 months from the Termination Date, and
- (ii) in respect of a Good Leaver, 12 months from the Termination Date, or if later, the date on which the Fair Price is agreed or determined,

Leaver's B Shares means at the Termination Date:

- (i) the B Shares held by the Leaver and any of his Permitted Transferees or in which he or any of them has a beneficial interest,
- (ii) the B Shares which have been transferred by the Leaver to any of his Permitted Transferees (whether or not still held by that Permitted Transferee) (**Transferred Shares**), and
- (iii) the B Shares which have been granted in respect of Transferred Shares by way of rights, bonus or otherwise,

Mandatory Transferor means, in relation to a Leaver, each person holding Leaver's B Shares,

Termination Date means the date on which the Leaver ceases to be an Employee or Consultant of a Group Company, and

Valuers means PricewaterhouseCoopers LLP or if it is unable or unwilling to act, such other firm of chartered accountants as the Board shall nominate in their sole discretion

(b) Upon a person becoming a Leaver

- (i) unless the Board resolves otherwise, the relevant Leaver's B Shares shall not entitle the holder thereof to attend or vote, either personally or by proxy, at any general meeting or class meeting of the Company, or vote for the purposes of any written resolution of the Company unless and until such Leaver's B Shares are transferred in accordance with the provisions of this Article 39, and
- (ii) if the Board within the Leaver Period so resolves, each Mandatory Transferor shall transfer the Leaver's B Shares held by him (or such of them as the Board may resolve) to such persons, being
 - (A) the Company (if lawful),
 - (B) Employees or Consultants or prospective Employees or Consultants of any Group Company or persons who undertake to transfer those Shares to Employees or Consultants of any Group Company, and/or
 - (C) any A Shareholder for onward transfer to any person falling within (A) or (B) above,as the Board may nominate by written notice to the Leaver within 60 days of such resolution

- (c) The price for the Leaver's B Shares applying to any transfer under paragraph (b) above (the **Leaver Price**) shall, unless the transferor and the Board agree some other price, be determined as follows:
 - (i) if the Leaver is a Good Leaver, the Leaver Price shall be the Fair Price,
 - (ii) if the Leaver is a Bad Leaver, the Leaver Price shall be the lower of the Subscription Price and the Fair Price (the **Bad Leaver Price**),
 - (iii) the Fair Price shall be calculated as at the Termination Date, and
 - (iv) the Leaver Price shall be allocated among the Mandatory Transferors proportionately relative to the Leaver's Shares held by them
- (d) The Leaver Price shall be paid in cash
- (e) Where Valuers are to determine the Fair Price under the Leaver provisions, their charges shall be borne by the Company and the Leaver in equal proportions and the Valuers shall be considered to act as experts not as arbitrators and their decision shall, in the absence of manifest error, be final and binding on all parties

40. Transmission of Shares

- (a) If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share
- (b) A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require
 - (i) may, subject to the Articles, choose either to become the holder of those Shares or (subject to Board Consent) to have them transferred to another person, and
 - (ii) subject to the Articles, and pending any transfer of the Shares to another person (subject to Board Consent), has the same rights as the holder had
- (c) But Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares

41. Exercise of Transmitttees' rights

- (a) Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish
- (b) Subject to the Articles, if the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it
- (c) Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

42. Transmitttees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a Transmitttee (or a transferee nominated by such Transmitttee pursuant to Article 41) is entitled to those Shares, the Transmitttee (or

transferee) is bound by the notice if it was given to the Shareholder before the Transmittal's (or transferee's) name has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

43. Procedure for declaring dividends

- (a) Subject to Article 30(b) to (h), the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- (b) Subject to Article 30(b) to (h), a dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- (c) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- (d) Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it
- (e) If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any Preference Dividend is in arrear
- (f) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- (g) If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

44. Payment of dividends and other distributions

- (a) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means
 - (i) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
 - (ii) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
 - (iii) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide, or
 - (iv) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide
- (b) In the Articles, the **Distribution Recipient** means, in respect of a Share in respect of which a dividend or other sum is payable
 - (i) the holder of the Share, or

- (ii) if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- (iii) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee

45. No interest on distributions

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

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

46. Unclaimed distributions

- (a) All dividends or other sums which are

- (i) payable in respect of Shares, and
- (ii) unclaimed after having been declared or become payable,

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

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

- (c) If

- (i) 12 years have passed from the date on which a dividend or other sum became due for payment; and
- (ii) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

47. Non-cash distributions

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

- (b) For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (i) fixing the value of any assets,
- (ii) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and
- (iii) vesting any assets in trustees

48. Waiver of distributions

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if

- (a) the Share has more than one holder, or
- (b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share

PURCHASE OF OWN SHARES WITH CASH

48A Purchase of own shares with cash³

The Company may purchase its own shares in accordance with (and up to the maximum limits set out in) section 692(1)(b) of the Companies Act

CAPITALISATION OF PROFITS

49. Authority to capitalise and appropriation of capitalised sums

- (a) Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution
 - (i) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a Preference Dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
 - (ii) appropriate any sum which they so decide to capitalise (a **Capitalised Sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **Persons Entitled**) and in the same proportions
- (b) Capitalised Sums must be applied
 - (i) on behalf of the Persons Entitled, and
 - (ii) in the same proportions as a dividend would have been distributed to them
- (c) Any Capitalised Sum may be applied in paying up new shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct
- (d) A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct
- (e) Subject to the Articles the Directors may
 - (i) apply Capitalised Sums in accordance with paragraphs (c) and (d) partly in one way and partly in another,

³ Inserted by special resolution passed on 16 September 2013

- (ii) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- (iii) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

ORGANISATION OF GENERAL MEETINGS

50. Convening of general meeting

The Directors may call a general meeting

51. Notice of general meeting

A Shareholder present either in person or by proxy, at any general meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened

52. Attendance and speaking at general meetings

- (a) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- (b) A person is able to exercise the right to vote at a general meeting when
 - (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (ii) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (c) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (d) In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other
- (e) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

53. Quorum for general meetings

- (a) No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum Two Shareholders present in person (or by a duly authorised representative (in the case of a corporation)) or by proxy shall be a quorum at any general meeting, of whom at least one shall be or represent an A Shareholder
- (b) If at any adjourned meeting such a quorum is not present within 30 minutes from the time appointed for the adjourned meeting the meeting shall be dissolved

54. Chairing general meetings

- (a) If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so. The Chairman shall be entitled to a second or casting vote.
- (b) If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within 15 minutes of the time at which a meeting was due to start
 - (i) the Directors present, or
 - (ii) (if no Directors are present), the meeting,must appoint a Director or Shareholder (including a proxy or a corporate representative) to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.
- (c) The person chairing a meeting in accordance with this Article is referred to as the **Chairman of the Meeting**.

VOTING AT GENERAL MEETINGS

55. Voting – general

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

56. Errors and disputes

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

57. Poll votes

- (a) A poll on a resolution may be demanded
 - (i) in advance of the general meeting where it is to be put to the vote, or
 - (ii) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (b) A poll may be demanded by
 - (i) the Chairman of the Meeting,
 - (ii) the Directors, or
 - (iii) any Shareholder.
- (c) A demand for a poll may be withdrawn if
 - (i) the poll has not yet been taken, and

- (ii) the Chairman of the Meeting consents to the withdrawal.
- (d) Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

58. Content of Proxy Notices

- (a) Proxies may only validly be appointed by a notice in writing (a **Proxy Notice**) which
 - (i) states the name and address of the Shareholder appointing the proxy,
 - (ii) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
 - (iii) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - (iv) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate
- (b) The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- (c) Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (d) Unless a Proxy Notice indicates otherwise, it must be treated as
 - (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

59. Voting Rights of Joint Holders

If more than one of the joint holders of a Share tenders a vote on the same resolution, whether in person or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s), and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share

60. Delivery of Proxy Notices etc.

- (a) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person
- (b) An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given
- (c) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

- (d) If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

61. Amendments to resolutions

- (a) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
 - (i) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and
 - (ii) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- (b) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
 - (i) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (ii) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- (c) If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution

ADMINISTRATIVE ARRANGEMENTS

62. Means of communication to be used

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

63. When a communication from the Company is deemed received

- (a) Any document or information, if sent by first class post, shall be deemed to have been received on the day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been received on the second day following that on which the envelope containing it is put into the post and in proving that a document or information has been

received it shall be sufficient to prove that the letter, envelope or wrapper containing the document or information was properly addressed, prepaid and put into the post

- (b) Any document or information not sent by post but left at a registered address or address at which a document or information may be received shall be deemed to have been received on the day it was so left
- (c) Any document or information, if sent or supplied by electronic means, shall be deemed to have been received on the day on which the document or information was sent or supplied by or on behalf of the Company
- (d) If the Company receives a delivery failure notification following a communication by electronic means in accordance with paragraph (c), the Company shall send or supply the document or information in hard copy or electronic form (but not by electronic means) to the Shareholder either personally or by post addressed to the Shareholder at his registered address or by leaving it at that address. This shall not affect when the document or information was deemed to be received in accordance with paragraph (c)
- (e) Every person who becomes entitled to a Share shall be bound by every notice in respect of that Share which before his name is entered in the register of members was given to the person from whom he derives his title to the Share

64. Notices in writing given to the Company by Shareholders

Any notice in writing given to the Company by a Shareholder shall take effect when it is lodged at the registered office or produced to any Directors' meeting

65. Company seals

- (a) Any common seal may only be used by the authority of the Directors or of a committee of the Directors
- (b) The Directors may decide by what means and in what form any common seal is to be used.
- (c) Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- (d) For the purposes of this Article, an authorised person is
 - (i) any Director of the Company,
 - (ii) the Company's secretary (if any), or
 - (iii) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
- (e) The Company may exercise the powers conferred by the Companies Act with regard to having official seals and those powers shall be vested in the Directors. Subject to the Companies Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, and affixed in such manner as the Directors may from time to time determine

66. No right to inspect accounts and other records

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

67. Provision for Employees on cessation of business

The Directors may decide to make provision for the benefit of persons Employed or formerly Employed by the Company or any of its Subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary

WINDING UP

68. Winding up

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

DIRECTORS' INDEMNITY AND INSURANCE

69. Indemnity

- (a) Subject to paragraph (e), a Relevant Director of the Company or of an associated company may be indemnified out of the Company's assets against
- (i) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
 - (ii) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act),
 - (iii) any other liability incurred by that Director as an officer of the Company or an associated company
- (b) The Company may fund the expenditure of a Relevant Director of the Company or of any associated company for the purposes permitted under the Companies Act and may do anything to enable such Relevant Director to avoid incurring such expenditure as provided in the Companies Act
- (c) No Relevant Director of the Company or of any associated company shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company
- (d) The powers given by this Article shall not limit any general powers of the Company to grant indemnities, purchase and maintain insurance or provide funds (whether by way of loan or otherwise) to any person in connection with any legal or regulatory proceedings or applications for relief

- (e) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law
- (f) In this Article and in Article 70
 - (i) companies are **associated** if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and
 - (ii) a **Relevant Director** means any Director or former Director of the Company or of an associated company

70. Insurance

- (a) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss
- (b) In this Article a **Relevant Loss** means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or Employees' share scheme of the Company or associated company