

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**COMPANY NUMBER 07140494**

**WRITTEN RESOLUTION**

**OF**

**BARRELFIELD PROPERTY PUBLISHING (WOKING) LIMITED (THE "COMPANY")**

07 DECEMBER 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following resolution is passed as a special resolution (the "Resolution")

**SPECIAL RESOLUTION**

- 1 **THAT** the draft articles attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association
2. **THAT** subject to the passing of Resolution 1, the 600 ordinary shares of £1 00 each in the capital of the Company, which are held equally by Barreffield Limited (300 shares) and Barreffield Property Publishing Limited (300 shares), be subdivided into 6,000 ordinary shares of £0 10 each and reclassified as A Ordinary Shares, having the rights attached to the A Ordinary Shares contained in the articles of association adopted pursuant to Resolution 1 above

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution above

The undersigned, a person entitled to vote on the above resolution on 7 December 2011 hereby irrevocably agrees to the Resolution

Signed for and on behalf of  
BARRELFIELD LIMITED



Date

07/12/2011

MONDAY



A34 12/12/2011 #158  
COMPANIES HOUSE

Signed for and on behalf of  
BARRELFIELD PROPERTY  
PUBLISHING LIMITED

A handwritten signature in black ink, consisting of a large loop followed by a horizontal line and a small flourish.

Date

07/12/2011

## NOTES

1 If you agree to the Resolution being passed, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

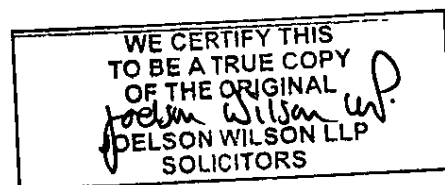
- **By Hand** delivering the signed copy to Joelson Wilson LLP, 30 Portland Place, London W1B 1LZ (FAO Philippe Hails-Smith)
- **Post** returning the signed copy by post Joelson Wilson LLP, 30 Portland Place, London W1B 1LZ (FAO Philippe Hails-Smith)
- **Fax** faxing the signed copy to 02075802251 marked "For the attention of Philippe Hails-Smith"
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to pps@joelsonwilson.com Please enter "Written resolution dated 7 December 2011" in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 If your agreement to the Resolution has not been received by the date being 28 days after the date on which the Resolution was circulated, the Resolution shall lapse
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Dr.

The Companies Act 2006



# Articles of Association of Barrelfield Property Publishing (Woking) Limited

Company Limited by Shares  
(Incorporated on 29 January 2010)  
(Adopted by special resolution on

December 2011)

Joelson Wilson LLP

30 Portland Place

London

W1B 1LZ

PPHS HC B150/32

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## INTERPRETATION AND LIMITATION OF LIABILITY

### 1 Application of Articles and Defined terms

1 1 No regulations set out in the Act or subordinate legislation concerning companies, including the Model Articles shall apply to the Company, but the following shall be the articles of association of the Company

1 2 In these Articles, unless the context requires otherwise—

**A Ordinary Shares.** means Ordinary Shares of £0 10 each in the capital of the Company with such rights as are set out in the Articles

**Accepting Shareholder.** has the meaning given in article 40 5

**Act.** means the Companies Act 2006

**Acting in Concert** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time)

**Additional Shareholder.** means

a) any Shareholder who is not a Founder Shareholder, Permitted Transferee Shareholder or an Investor Shareholder, or

b) any Shareholder who is not a Founder Shareholder, Permitted Transfer Shareholder or an existing Investor Shareholder who received a transfer of 4 shares from an Additional Shareholder pursuant to article 36

**Allocation Notice:** a written notice served by the Board on the Proposing Transferor and to each Applicant specifying the number of Transfer Shares allocated to the Applicant and the place and time for completion of the transfer of the Transfer Shares (which shall be at least 5 Business Days not more than 10 Business Days after the date of the Allocation Notice)

**Applicant:** means each Shareholder to whom Transfer Shares have been allocated

**Appointor** has the meaning given in article 23 1

**Articles:** means the company's articles of association for the time being in force

**B Ordinary Shares:** means Ordinary Shares of £0 10 each in the capital of the Company with such rights as are set out in the Articles

**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.** the board of Directors of the Company

**Board Consent:** the unanimous consent of the Board, acting reasonably, after consultation and discussion as to whether or not the Board feel that the transfer of Shares to the proposed third party would be in the Company's interests taking into account the reputation and financial standing of the proposed third party (and its shareholders or members in the case of a corporate entity) which will include, but will not be limited to, the absence of criminal convictions, whether the third party is a competitor of the Company and any other criteria that the Board reasonably requires to be met

**Board Notice:** has the same meaning given in article 35 19

**Business Day** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business

**Buyer** has the meaning given in article 40 1

**Called Shareholder:** has the same meaning given in article 39

**Called Shares** has the same meaning given in article 39

**chairman** has the meaning given in article 12 2

**chairman of the meeting.** has the meaning given in article 50

**Charity.** means any institution whether corporate or not (including any trust or undertaking) which is established for purposes which are exclusively charitable according to the laws of the jurisdiction that is applicable to the Family Trust of which the Charity is a default beneficiary

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

**Company:** Barreldfield Property Publishing (Woking) Limited

**Conflict** has the meaning given in article 15 1

**Consent:** the unanimous written consent of the Board

**Control** In relation to a body corporate means the ability of a person to ensure that the activities and business of that body corporate are conducted in



accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding up and, for the avoidance of doubt, a person which is the general partner of a limited partnership Controls that limited partnership and any derivative term or reference to "**Controlling**" and "**Controlled**" shall be construed accordingly

**Deemed Transfer Notice.** a Transfer Notice that is deemed to have been served by a Shareholder under the Articles

**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 42 2

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

**Drag Along Notice:** has the same meaning given in article 39 2

**Drag Along Option** has the same meaning given in article 39 1

**electronic form** has the meaning given in section 1168 of the Act

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

**Encumbrance:** any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim or ownership or any other encumbrance of any nature (whether or not perfected, other than liens arising by operation of law)

**Expert:** an independent firm of chartered accountants (acting as an expert and not as an arbitrator)

**Fair Value:** the fair value of the Transfer Shares under a Transfer Notice or Deemed Transfer Notice as determined by the Expert pursuant to article 33 3

**Family Trust:** means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of

(a) a Privileged Relation, or

(b) any Charity or Charities as default beneficiaries (meaning that such Charity or Charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such Charity or Charities),

and no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such Shareholder or his Privileged Relations

**Founder Shareholders.** means Barreldfield Limited with company registration number 02347688 and whose registered office is at 3rd Floor, Fairgate House, 78 New Oxford Street, London WC1A 1HB and Barreldfield Property Publishing Limited with company registration number 04371235 and whose registered office is at 3rd Floor, Fairgate House, 78 New Oxford Street, London WC1A 1HB and **Founder Shareholder** shall mean either one of them

**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 Company** means in relation to the Company, any wholly owned subsidiary of the Company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company

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

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

**instrument:** means a document in hard copy form

**Investor Shareholder:** means

a) any Shareholder who is not a Founder Shareholder, Permitted Transferee Shareholder or an existing Additional Shareholder who receives a transfer of Shares pursuant to article 34 or is allotted Shares by the Company, or

b) any Shareholder who is not a Founder Shareholder, Permitted Transfer Shareholder or an existing Additional Shareholder who received a transfer of an Investor Shareholder's Shares pursuant to article 37

**Model Articles** means the model articles for private companies limited by Shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles

**New Shareholder** has the same meaning given in article 39 9

**Offer Period:** means the period from the date of the offer made by the Board to the date 10 Business Days after the date that the offer was made (inclusive)

**ordinary resolution:** has the meaning given in section 282 of the Act

**paid.** means paid or credited as paid

**Parent Undertaking** shall have the meaning given to it in the Act

**participate:**, in relation to a Directors' meeting, has the meaning given in article 10 1

**Permitted Transfer** a transfer in accordance with article 38

**Permitted Transferee:** means

- (a) Peter Rice, or
- (b) Philip Kirby, or
- (c) PR Permitted Transferee' or
- (d) PK Permitted Transferee, or
- (e) a Group Company

**Permitted Transferee Shareholder:** means a Shareholder who is a Permitted Transferee

**PK Permitted Transferee.** means

- (a) a Privileged Relation of Philip Kirby,
- (b) a Family Trust whose beneficiary or beneficiaries is or are Philip Kirby or a Privileged Relation of Philip Kirby, or
- (c) a company Controlled by Philip Kirby

**Privileged Relation:** the spouse, child or grandchild

**Proposed Buyer:** has the same meaning given in article 39

**Proposed Transfer** has the meaning given in article 40 1

**Proposing Transferor:** has the same meaning given in article 33 2 2

**proxy notice** has the meaning given in article 56

**PR Permitted Transferee** means

- (a) a Privileged Relation of Peter Rice,
- (b) a Family Trust whose beneficiary or beneficiaries is or are Peter Rice or a Privileged Relation of Peter Rice, or
- (c) a company Controlled by Peter Rice

**Recipient:** has the same meaning given in article 60

**Recipient Group Companies** has the same meaning given in article 60

**Restricted Shares:** has the same meaning given in article 35 20

**Second Offer Period:** means the period from the date of a second offer made by the Board after the expiry of the Offer Period to the date 10 Business Days after the date that the offer was made (inclusive)

**Second Surplus Shares:** means the balance of the unallocated Transfer Shares at the end of the Second Offer Period

**Seller's Shares:** has the same meaning given in article 39

**Selling Shareholders:** has the same meaning given in article 39

**Shareholder** means a person who is the holder of a Share

**Shares** means the A Ordinary Shares and B Ordinary Shares and **Share** means any one of them

**special resolution:** has the meaning given in section 283 of the Act

**Specified Price:** has the meaning given in article 40

**Subsidiary and Subsidiary Undertaking** shall have the meanings given to them in the 2006 Act

**Surplus Shares:** means the unallocated Transfer Shares at the end of an Offer Period

**Tag Offer.** has the meaning given in article 40 1

**Tag Offer Notice** has the meaning given in article 40 3

**Tag Offer Period:** has the meaning given in article 40 3

**Tag Offer Sale Date** has the meaning given in article 40 3

**Tag Offer Shares** has the meaning given in article 40 3

**Third Party Transferee:** has the same meaning given in article 32 2 2

**Transfer Notice:** has the same meaning given in article 32 2 2

**Transfer Price** has the same meaning given in article 32 2 1

**Transfer Shares** has the same meaning given in article 32 2 2

**transmittee.** means a person entitled to a share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law, and

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Act, or in subordinate legislation made under that Act, as in force on the date when these articles become binding on the Company
- 1 4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of—
- (a) any subordinate legislation from time to time made under it, and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 8 A reference to one gender shall include a reference to the other gender

## **2 Liability of members**

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

## DIRECTORS

### DIRECTORS' POWERS AND RESPONSIBILITIES

#### **3 Directors' general authority**

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

#### **4 Shareholders' reserve power**

4 1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action

4 2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

#### **5. Directors may delegate**

5 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles—

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

5 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

5 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

## **6 Committees**

- 6 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors
- 6 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

### **DECISION-MAKING BY DIRECTORS**

## **7. Directors to take decisions collectively**

- 7 1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 8
- 7 2 If—
- (a) the Company only has one Director for the time being, and
  - (b) no provision of the Articles requires it to have more than one Director,
- the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making

## **8 Unanimous decisions**

- 8 1 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
- 8 2 Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing
- 8 3 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

## **9. Calling a Directors' meeting**

- 9 1 Any Director may call a Directors' meeting by giving not less than two Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Company secretary (if any) to give such notice
- 9 2 Notice of any Directors' meeting must indicate—
- (a) its proposed date and time,
  - (b) where it is to take place, and
  - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 9 3 Notice of a Directors' meeting must be given to each Director, but need not be in writing
- 9 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 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

## **10. Participation in Directors' meetings**

- 10 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the Articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 10 2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other



- 10 3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

## **11 Quorum for Directors' meetings**

- 11 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 11 2 Subject to article 11 3 and article 7, the quorum for the transaction of business at a meeting of Directors is any two Directors
- 11 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a Director's conflict, if there is only one Director in office besides the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director
- 11 4 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision—
- (a) to appoint further Directors, or
  - (b) to call a general meeting so as to enable the Shareholders to appoint further Directors

## **12. Chairing of Directors' meetings**

- 12 1 The Directors may appoint a Director to chair their meetings
- 12 2 The person so appointed for the time being is known as the chairman
- 12 3 The Directors may terminate the chairman's appointment at any time
- 12 4 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 must appoint one of themselves to chair it

### **13 Casting vote**

13 1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting has a casting vote

13 2 Article 13 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting)

### **14 Transactions or other arrangements with the Company**

14 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company—

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors or of a committee of the Directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

14 2 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting

14 3 Subject to paragraph (14 4), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive

14 4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

## **15. Directors' conflicts of interest**

15 1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**)

15 2 Any authorisation under this article will be effective only if—

- (a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other

matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,

- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

15 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)—

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
- (c) be terminated or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation

15 4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to

- (a) disclose such information to the Directors or to any Director or other officer or employee of the Company, or
- (b) use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence

15 5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director—

- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,
- (b) is not given any documents or other information relating to the Conflict, and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict

**15 6 Where the Directors authorise a Conflict—**

- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and
- (b) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation

**15 7** A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

**16 Records of decisions to be kept**

- 16 1** The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors
- 16 2** Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye

**17. Directors' discretion to make further rules**

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

**APPOINTMENT OF DIRECTORS**

**18 Number of Directors**

Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than one

**19. Methods of appointing Directors**

19 1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director—

(a) by ordinary resolution, or

(b) by a decision of the Directors

19 2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director

19 3 For the purposes of article 19 2, where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder

**20. Termination of Director's appointment**

20 1 A person ceases to be a Director as soon as—

(a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,

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

## **21. Directors' remuneration**

21 1 Directors may undertake any services for the Company that the Directors decide

21 2 Directors are entitled to such remuneration as the Directors determine—

- (a) for their services to the Company as Directors, and
- (b) for any other service which they undertake for the Company

21 3 Subject to the Articles, a Director's remuneration may—

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

21 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

21 5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other

officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

## **22. Directors' expenses**

22 1 The Company may pay any reasonable expenses which the Directors (including alternate Directors) properly incur in connection with their attendance at—

- (a) meetings of Directors or committees of Directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

### **ALTERNATE DIRECTORS**

## **23 Appointment and removal of alternate Directors**

23 1 Any Director (the **Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to—

- (a) exercise that Director's powers, and
- (b) carry out that Director's responsibilities,

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

23 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors

23 3 The notice must—

- (a) identify the proposed alternate, and



- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

## **24 Rights and responsibilities of alternate Directors**

24 1 An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor

24 2 Except as the Articles specify otherwise, alternate Directors—

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member

24 3 A person who is an alternate Director but not a Director—

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),
- (b) may participate in a unanimous decision of the Directors (but only if his Appointor is an eligible Director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one Director for the purposes of articles 24 3 (a) and 24 3(b)

24 4 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an

eligible Director in relation to that decision) and shall count as more than one Director for the purposes of determining whether a quorum is present

- 24 5 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company

## **25 Termination of alternate Directorship**

- 25 1 An alternate Director's appointment as an alternate terminates—
- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
  - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
  - (c) on the death of the alternate's Appointor, or
  - (d) when the alternate's Appointor's appointment as a Director terminates

## **SHARES AND DISTRIBUTIONS**

### **SHARE CAPITAL AND ISSUE OF SHARES**

## **26 Share Capital**

The share capital of the Company at the date of adoption of these Articles is divided into A Ordinary Shares of £0 10 each and B Ordinary Shares of £0 10 each

## **27 Issue of Shares: Pre-emption**

- 27 1 The Directors are generally and unconditionally authorised to exercise any power of the Company to
- (a) offer, allot or grant rights to subscribe for, or
  - (b) convert securities into, or
  - (c) otherwise deal in, or dispose of,

any Shares (or any other Relevant Securities in the Company) to any person, on a non pre-emptive basis at any time and subject to any terms and conditions as the Directors think proper

**27 2 The authority referred to in article 27 1**

- (a) shall be limited to a maximum aggregate nominal amount of A Ordinary Shares and B Ordinary Shares equal to £1,000,
- (b) shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it, and
- (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority (and the Directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired)

**SHARES GENERAL**

**28 All Shares to be fully paid up**

28 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue

28 2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum

**29. Powers to issue different classes of share**

29 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution

29 2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares

**30. Company not bound by less than absolute interests**

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

**31 Share certificates**

31 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

31 2 Every certificate must specify—

- (a) in respect of how many Shares, of what class, it is issued,
- (b) the nominal value of those Shares,
- (c) that the Shares are fully paid, and
- (d) any distinguishing numbers assigned to them

31 3 No certificate may be issued in respect of Shares of more than one class

31 4 If more than one person holds a share, only one certificate may be issued in respect of it

31 5 Certificates must—

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts

**32 Replacement share certificates**

32 1 If a certificate issued in respect of a Shareholder's Shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares

32 2 A Shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the Directors decide

### **33. Share transfers. General**

#### **33 1 General**

33 1 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor

33 1 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share

33 1 3 The Company may retain any instrument of transfer which is registered

33 1 4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it

33 1 5 The Directors may refuse to register the transfer of a share if it is a transfer of share to a bankrupt, a minor or a person of unsound mind and if they do so, 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

33 1 6 In this article 33 and article 34 (*Share transfers Founder Shareholders*), article 35 (*Share transfers Permitted Transferee Shareholders*), article 36 (*Share transfers Additional Shareholders*), article 37 (*Share transfers*

*Investor Shareholders*), article 38 (*Permitted Transfers*), article 39 (*Drag Rights*) and article 40 (*Tag Rights*), reference to the transfer of a share includes the transfer or assignment of a beneficial or other interest in that share or the creation of a trust or Encumbrance over that share, and reference to a share includes a beneficial or other interest in a share

33 1 7 No Share may be transferred unless the transfer is made in accordance with these Articles

33 1 8 No Additional Shareholder may create an Encumbrance over his or its Shares

33 1 9 Once given a Transfer Notice or a Deemed Transfer Notice or deemed to have been given under these Articles may not be withdrawn except with Consent

### 33 2 Transfer Notice

33 2 1 Save for and subject to the provisions of article 34 (*Share transfers Founder Shareholders*), article 35 (*Share transfers Permitted Transferee Shareholders*), article 36 (*Share transfers Additional Shareholders*), article 37 (*Share transfers Investor Shareholders*), article 38 (*Permitted Transfers*), article 39 (*Drag Rights*) and article 40 (*Tag Rights*), no Share held by a Shareholder or any interest in any Share held by a Shareholder shall be transferred until the provisions set out in this article 33 2 and article 33 3 have been complied with

33 2 2 If a Shareholder (**Proposing Transferor**) is proposing to transfer a Share or an interest in a Share, the Proposing Transferor shall give a notice in writing (**Transfer Notice**) to the Board that the Proposing Transferor desires to transfer such Share. In the Transfer Notice the Proposing Transferor shall specify

- (a) the total number of Shares or the interest in such Shares which the Proposing Transferor wishes to transfer (**Transfer Shares**),
- (b) the price at which the Proposing Transferor wishes to sell the Transfer Shares, and

- (c) the identity of the person who has indicated a willingness to purchase the Shares at that price (**Third Party Transferee**)

### 33.3 Transfer Price

33.2.1 The Transfer Shares shall be offered for purchase at a price (**Transfer Price**) determined in accordance with the following provisions

- (a) Within 5 Business Days of the Board receiving the Transfer Notice, the Proposing Transferor and the Board shall seek to agree the Transfer Price for the Transfer Shares. If the parties fail to reach agreement within 5 Business Days of the Transfer Notice, the Board shall instruct an Expert to determine the Fair Value of the Transfer Shares in accordance with articles 33.2.1(d) - 33.2.1(g)
- (b) If the Expert is instructed by the Board in accordance with article 33.2.1(a), the Transfer Price of the Transfer Shares shall be the Fair Value
- (c) If a Deemed Transfer Notice is deemed to have been served, then the Board shall automatically appoint an Expert to determine the Fair Value of the Transfer Shares
- (d) The Fair Value of the Transfer Shares shall be determined by the Expert on the basis which, in their opinion, represents a fair value for the Transfer Shares at the date of the Transfer Notice or Deemed Transfer Notice as between a willing seller and a willing buyer and, in making such determination, the Expert shall take account of whether the Transfer Shares comprise a majority or minority interest in the Company
- (e) The Expert shall determine the Fair Value of the Transfer Shares as soon as possible after being instructed by the Board and in so determining, the Expert shall be deemed to be acting as an expert and not as arbitrators and the Arbitration Act 1996 shall not apply
- (f) The Expert's determination as to of Fair Value shall be final and binding on the parties (in the absence of fraud or manifest error)

- (g) The Company shall procure that any determination of Fair Value required hereunder is obtained from the Expert with due expedition and the cost of obtaining such determination shall be borne by the Company unless (i) such an arrangement would not be permitted by the Acts or (ii) the Fair Value as determined by the Expert is the same as, or within 10% of, that price (if any) which the Company had previously notified to the Proposing Transferor as being in its opinion the fair value of

**34 Share transfers Founder Shareholders**

- 34 1 Save for and subject to transfers or the provisions of article 33 1, article 38 (*Permitted Transfers*), article 39 (*Drag Rights*) and article 40 (*Tag Rights*), no Share held by a Founder Shareholder shall be transferred until the provisions set out in this article 34 have been complied with
- 34 2 Upon the Transfer Price being agreed or determined in accordance with article 33 2, the Board shall offer the Transfer Shares to the Additional Shareholders inviting them to apply in writing within the Offer Period for the maximum number of Transfer Shares that they wish to buy
- 34 3 If, at the end of the Offer Period, the number of Transfer Shares applied for exceeds the number of Transfer Shares, the Board shall allocate the Transfer Shares to each Additional Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Transfer Shares held by those Additional Shareholders who have applied for Transfer Shares during the Offer Period Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly
- 34 4 If only some of the Transfer Shares are allocated in accordance with article 34 3 but there are applications for Transfer Shares from an Additional Shareholder that have not been satisfied, those Transfer



Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly. Any Surplus Shares shall be offered to any other person in accordance with article 34.8.

34.5 Within 5 Business Days of the end of the Offer Period the Board shall serve an Allocation Notice on the Proposing Transferor and each Applicant.

34.6 On the service of an Allocation Notice, the Proposing Transferor shall, against payment of the Transfer Price, transfer the Transfer Shares in accordance with the requirements specified within them.

34.7 If the Proposing Transferor fails to comply with article 34.6

(a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Proposing Transferor

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the Applicants,

(ii) receive the Transfer Price and give a good discharge for it, and

(iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and

(b) the Company shall retain the Transfer Price on trust (but without interest) for the Proposing Transferor until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove

good title to those Shares) to the Company. On registration of any Applicant as the holder of his respective Transfer Shares pursuant to this article 34.7, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 34.7.

34.8 Subject to clause 34.9, if an Allocation Notice does not relate to all of the Transfer Shares in the Transfer Notice then within 4 weeks following service of the Allocation Notice, the Proposing Transferor may transfer the Surplus Shares to any existing Investor Shareholder or person at a price at least equal to the Transfer Price.

34.9 Any transfer of the Surplus Shares to a third party pursuant to article 34.8 shall be subject to Board Consent.

### **35. Share transfers: Permitted Transferee Shareholders**

35.1 Save for and subject to transfers or the provisions of article 33.1, article 38 (*Permitted Transfers*), article 39 (*Drag Rights*) and article 40 (*Tag Rights*), no Share held by a Permitted Transferee Shareholder shall be transferred until the provisions set out in this article 35 have been complied with.

#### Transfer Notice

35.2 Upon the Transfer Price being agreed or determined in accordance with article 33.2, the Board shall offer the Transfer Shares to the Founder Shareholders and the Permitted Transferee Shareholders inviting them to apply in writing within the Offer Period for the maximum number of Transfer Shares that they wish to buy.

35.3 If, at the end of the Offer Period, the number of Transfer Shares applied for exceeds the number of Transfer Shares, the Board shall allocate the Transfer Shares to each Founder Shareholder and Permitted Transferee Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Transfer Shares held by those Founder Shareholders and Permitted Transferee Shareholders who have applied for Transfer Shares during the Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Founder Shareholder or

- Permitted Transferee Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy
- 35 4 If only some of the Transfer Shares are allocated in accordance with article 35 3, but there are applications for Transfer Shares from Founder Shareholders and or Permitted Transferee Shareholders that have not been satisfied, those Transfer Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Founder Shareholder or Permitted Transferee Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy
- 35 4 If at the end of the Offer Period, all of the Transfer Shares have been allocated, the Board shall serve an Allocation Notice in accordance with article 35 9
- 35 6 At the end of the Offer Period, the Board shall offer any Surplus Shares to the Additional Shareholders inviting them to apply in writing within the Second Offer Period for the maximum number of Transfer Shares that they wish to buy
- 35 7 If, at the end of the Second Offer Period, the number of Surplus Shares applied for by the Additional Shareholders exceeds the number of Surplus Shares, the Board shall allocate the Surplus Shares to each Additional Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Surplus Shares held by those Additional Shareholders who have applied for Surplus Shares during the Second Offer Period Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly
- 35 8 If only some of the Surplus Shares are allocated in accordance with article 35 7, but there are applications for Surplus Shares from

Additional Shareholders that have not been satisfied, those Transfer Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly. Any Second Surplus Shares shall be offered to any other person in accordance with article 35 12.

35 9 Within 5 Business Days of the end of the Offer Period or Second Offer Period (as applicable) the Board shall serve an Allocation Notice on the Proposing Transferor and each Applicant.

35 10 On the service of a an Allocation Notice, the Proposing Transferor shall, against payment of the Transfer Price, transfer the Transfer Shares in accordance with the requirements specified within them.

35 11 If the Proposing Transferor fails to comply with article 35 10

(a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Proposing Transferor

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the Applicants,

(ii) receive the Transfer Price and give a good discharge for it, and

(iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and

(c) the Company shall retain the Transfer Price on trust (but without interest) for the Proposing Transferor until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other

evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company. On registration of any Applicant as the holder of his respective Transfer Shares pursuant to this article 35 11, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 35 11.

35 12 Subject to clause 35 13, if an Allocation Notice does not relate to all of the Transfer Shares in the Transfer Notice then within 4 weeks following service of the Allocation Notice, the Proposing Transferor may transfer the Second Surplus Shares to any existing Investor Shareholder or person at a price at least equal to the Transfer Price.

35 13 Any transfer of the Second Surplus Shares to a third party pursuant to article 35 12 shall be subject to Board Consent.

#### Mandatory Transfers

35 14 Permitted Transfer Shareholders shall be deemed to have served a Deemed Transfer Notice(s) on the Board and in respect of all the Shares held by him or it immediately before

- (a) he or it ceases to be a PK Permitted Transferee, or
- (b) he or it or it ceases to be a PR Permitted Transferee, or
- (c) a bankruptcy order being made against him, or an arrangement or composition being made with his or its creditors, or where he or it otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or
- (d) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or
- (e) his death or its liquidation

- 35 15 In the event that a Permitted Shareholder is regarded as giving a Deemed Transfer Notice, the Board will appoint an Expert to determine the Fair Value of the Transfer Shares in accordance with articles 33 2 1(c) – 33 2 1(g) and the Transfer Price for the Transfer Shares shall be the Fair Value
- 35 16 On determination of the Fair Value of the Transfer Shares, if a Permitted Transfer Shareholder who is deemed to have served a Deemed Transfer Notice under article 37 10 is a PK Permitted Transferee, the Board shall notify the Proposing Transferee of the Transfer Price of the Transfer Shares and the place and time for completion of the transfer of the Transfer Shares to Philip Kirby or the PK Permitted Transferee(s) nominated by Philip Kirby which he notified to the Board In the event that a Permitted Transferee Shareholder has ceased to be a PK Permitted Transferee due to the death, bankruptcy or mental incapacity of Philip Kirby pursuant to article 35 14 (c) - (e) the Transfer Shares shall be transferred to one or both of the Founder Shareholders as determined by the Board
- 35 17 On determination of the Fair Value of the Transfer Shares, if a Permitted Transfer Shareholder who is deemed to have served a Deemed Transfer Notice under article 37 10 is a PR Permitted Transferee, the Board shall notify the Proposing Transferee of the Transfer Price of the Transfer Shares and the place and time for completion of the transfer of the Transfer Shares to Peter Rice or the PR Permitted Transferee(s) nominated by Peter Rice which he notified to the Board In the event that a Permitted Transferee Shareholder has ceased to be a PK Permitted Transferee due to the death, bankruptcy or mental incapacity of Philip Kirby pursuant to article 35 14 (c) - (e) the Transfer Shares shall be transferred to one or both of the Founder Shareholders as determined by the Board
- 35 18 On determination of the Fair Value of the Transfer Shares, if a Permitted Transfer Shareholder who is deemed to have served a Deemed Transfer Notice under article 37 10 is Peter Rice or Philip Kirby, the Board shall notify the Proposing Transferee of the Transfer Price of the Transfer Shares and the place and time for completion of

the transfer of the Transfer Shares to one or both of the Founder Shareholders (as determined by the Board)

35 19 If the Proposing Transferor fails to complete the transfer of the Transfer Shares on the date notified to him by the Board (**Board Notice**) in accordance with articles 35 16, 35 17 or 35 18 (as applicable)

(a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Proposing Transferor

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the person or persons specified in the Board Notice,

(ii) receive the Transfer Price and give a good discharge for it, and

(iii) (subject to the transfer being duly stamped) enter the person or persons specified in the Board Notice in the register of Shareholders as the holders of the Shares purchased by them, and

(b) the Company shall retain the Transfer Price on trust (but without interest) for the Proposing Transferor until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company. On registration of any person or persons specified in the Board Notices the holder of his respective Transfer Shares pursuant to this article 35 19, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 35 19

35 20 All voting rights attached to the Transfer Shares under a Permitted Transferee Shareholder's Deemed Transfer Notice(s) shall be suspended on the date of the Deemed Transfer Notice (**Restricted Shares**) However, the holders of Restricted Shares shall have the right to receive a notice of, and to attend, all general meetings of the Company, but shall have no right to vote either in person or by proxy

35 21 All voting rights attached to the Restricted Shares under article 35 20 shall be automatically restored on completion of the transfer or transfer process under articles 35 14 and 35 19

### **36 Share transfers Additional Shareholders**

36 1 Save for and subject to transfers or the provisions of article 33 1, article 38 (*Permitted Transfers*), article 39 (*Drag Rights*) and article 40 (*Tag Rights*), no Share held by an Additional Shareholder shall be transferred until the provisions set out in this article 36 have been complied with

#### Transfer Notice A Ordinary Shares

36 2 Upon the Transfer Price being agreed or determined in accordance with article 33 2, if the Transfer Notice is in respect of A Ordinary Shares the Board shall offer the Transfer Shares to the Founder Shareholders and the Permitted Transferee Shareholders inviting them to apply in writing within the Offer Period for the maximum number of Transfer Shares that they wish to buy

36 3 If, at the end of the Offer Period, the number of Transfer Shares applied for exceeds the number of Transfer Shares, the Board shall allocate the Transfer Shares to each Founder Shareholder and Permitted Transferee Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Transfer Shares held by those Founder Shareholders and Permitted Transferee Shareholders who have applied for Transfer Shares during the Offer Period Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Founder Shareholder or Permitted Transferee Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy



- 36 4 If only some of the Transfer Shares are allocated in accordance with article 36 3, but there are applications for Transfer Shares from Founder Shareholders and or Permitted Transferee Shareholders that have not been satisfied, those Transfer Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Founder Shareholder or Permitted Transferee Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy
- 36 5 If at the end of the Offer Period, all of the Transfer Shares have been allocated, the Board shall serve an Allocation Notice in accordance with article 36 9
- 36 6 At the end of the Offer Period, the Board shall offer any Surplus Shares to the Additional Shareholders inviting them to apply in writing within the Second Offer Period for the maximum number of Transfer Shares that they wish to buy
- 36 7 If, at the end of the Second Offer Period, the number of Surplus Shares applied for by the Additional Shareholders exceeds the number of Surplus Shares, the Board shall allocate the Surplus Shares to each Additional Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Surplus Shares held by those Additional Shareholders who have applied for Surplus Shares during the Second Offer Period Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly 36 8 If only some of the Surplus Shares are allocated in accordance with article 36 7, but there are applications for Surplus Shares from Additional Shareholders that have not been satisfied, those Transfer Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares Fractional entitlements shall be rounded to the

nearest whole number. No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly.

36 8 Any Second Surplus Shares shall be offered to any other person in accordance with article 36 12

36 9 Within 5 Business Days of the end of the Offer Period or Second Offer Period (as applicable) the Board shall serve an Allocation Notice on the Proposing Transferor and each Applicant

36 10 On the service of a an Allocation Notice, the Proposing Transferor shall, against payment of the Transfer Price, transfer the Transfer Shares in accordance with the requirements specified within them

36 11 If the Proposing Transferor fails to comply with article 36 10

- (a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Proposing Transferor
  - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the Applicants,
  - (ii) receive the Transfer Price and give a good discharge for it, and
  - (iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
- (b) the Company shall retain the Transfer Price on trust (but without interest) for the Proposing Transferor until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company. On registration of any Applicant as the holder of his respective Transfer Shares

pursuant to this article 36 11, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 36 11.

36 12 Subject to clause 36 13, if an Allocation Notice does not relate to all of the Transfer Shares in the Transfer Notice then within 4 weeks following service of the Allocation Notice, the Proposing Transferor may transfer the Second Surplus Shares to any existing Investor Shareholder or any person at a price at least equal to the Transfer Price.

36 13 Any transfer of the Second Surplus Shares to a third party pursuant to article 36 12 shall be subject to Board Consent.

Transfer Notice B Ordinary Shares

36 14 Upon the Transfer Price being agreed or determined in accordance with article 33 2, if the Transfer Notice is in respect of B Ordinary Shares the Board shall offer the Transfer Shares to the remaining Additional Shareholders inviting them to apply in writing within the Offer Period for the maximum number of Transfer Shares that they wish to buy.

36 15 If, at the end of the Offer Period, the number of Transfer Shares applied for exceeds the number of Transfer Shares, the Board shall allocate the Transfer Shares to each Additional Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Transfer Shares held by those Additional Shareholders who have applied for Transfer Shares during the Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly.

36 16 If only some of the Transfer Shares are allocated in accordance with article 36 15, but there are applications for Transfer Shares from Additional Shareholders that have not been satisfied, those Transfer

Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to an Additional Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy and no Additional Shareholder (after any such allocation) shall be entitled to hold in excess of ten per cent (10%) of the entire issued share capital of the Company and his allocation shall be limited accordingly.

- 36 17 If at the end of the Offer Period, all of the Transfer Shares have been allocated, the Board shall serve an Allocation Notice in accordance with article 36 21.
- 36 18 At the end of the Offer Period, the Board shall offer any Surplus Shares to the Founder Shareholders and Permitted Transfer Shareholders inviting them to apply in writing within the Second Offer Period for the maximum number of Transfer Shares that they wish to buy.
- 36 19 If, at the end of the Second Offer Period, the number of Surplus Shares applied for by the Founder Shareholders and Permitted Transfer Shareholders exceeds the number of Surplus Shares, the Board shall allocate the Surplus Shares to each Founder Shareholders and Permitted Transfer Shareholders in the proportion that his existing holding of Shares bears to the total number and class of Surplus Shares held by those Founder Shareholders and Permitted Transfer Shareholders who have applied for Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to any Founder Shareholder or Permitted Transfer Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy.
- 36 20 If only some of the Surplus Shares are allocated in accordance with article 36 19, but there are applications for Surplus Shares from Additional Shareholders that have not been satisfied, those Transfer Shares shall be allocated to the relevant applicant or applicants on a pro rata basis in proportion to his or her existing holding of Shares.

Fractional entitlements shall be rounded to the nearest whole number  
No allocation shall be made to any Founder Shareholder or Permitted Transfer Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy Any Second Surplus Shares shall be offered to any other person in accordance with article 36 24

36 21 Within 5 Business Days of the end of the Offer Period or Second Offer Period (as applicable) the Board shall serve an Allocation Notice on the Proposing Transferor and each Applicant

36 22 On the service of a an Allocation Notice, the Proposing Transferor shall, against payment of the Transfer Price, transfer the Transfer Shares in accordance with the requirements specified within them

36 23 If the Proposing Transferor fails to comply with article 36 22

(a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Proposing Transferor

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the Applicants,

(ii) receive the Transfer Price and give a good discharge for it, and

(iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and

(d) the Company shall retain the Transfer Price on trust (but without interest) for the Proposing Transferor until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company On registration of any Applicant as the holder of his respective Transfer Shares pursuant to this article 36 23, the validity of such proceedings shall not be questioned by any such person Failure to produce

a share certificate shall not impede the registration of Shares under this article 36 23

36 24 Subject to clause 36 25, if an Allocation Notice does not relate to all of the Transfer Shares in the Transfer Notice then within 4 weeks following service of the Allocation Notice, the Proposing Transferor may transfer the Second Surplus Shares to any existing Investor Shareholder or any person at a price at least equal to the Transfer Price

36 25 Any transfer of the Second Surplus Shares to a third party pursuant to article 36 24 shall be subject to Board Consent

Mandatory Transfers

36 26 An Additional Shareholder shall be deemed to have served a Deemed Transfer Notice(s) on the Board and in respect of all the Shares held by him or it immediately before

(a) a bankruptcy order being made against him, or an arrangement or composition being made with his or its creditors, or where he or it otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or

(b) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or

(c) his death or its liquidation

36 27 In the event that an Additional Shareholder is regarded as giving a Deemed Transfer Notice(s) pursuant to article 36 26, the Board will appoint an Expert to determine the Fair Value of the Transfer Shares accordance with articles 33 2 1(c) – 33 2 1(g) and the Transfer Price for the Transfer Shares shall be the Fair Value

36 28 On determination of the Fair Value of the Transfer Shares, if the Deemed Transfer Notice is in respect of Transfer Shares that are A

Ordinary Shares the Deemed, the Board shall immediately follow the procedure set out in articles 36 2 to 36 11 and if the Deemed Transfer Notice is in respect of Transfer Shares that are B Ordinary Shares the Deemed, the Board shall immediately follow the procedure set out in articles 36 14 to 36 23

36 29 For the avoidance of doubt, articles 36 12 and 36 13 or articles 36 24 and 36 25 (as applicable) shall not apply and the any Second Surplus Shares shall remain with the Additional Shareholder or (if the Additional Shareholder is deceased) shall pass to the beneficiary or beneficiaries of the Additional Shareholder's estate

36 30 Transfer Shares under an Additional Shareholder's Deemed Transfer Notice(s) shall be Restricted Shares However, the holders of Restricted Shares shall have the right to receive a notice of, and to attend, all general meetings of the Company, but shall have no right to vote either in person or by proxy

36 31 All voting rights attached to the Restricted Shares under article 36 30 shall be automatically restored on completion of the transfer or transfer process under articles 36 26 and 36 29

### **37. Share transfers. Investor Shareholders**

37 1 Save for and subject to transfers or provisions of article 33 (*Share transfers General*), article 38 (*Permitted Transfers*), article 39 (*Drag Rights*) and article 40 (*Tag Rights*), no Share held by an Investor Shareholder shall be transferred until the provisions set out in this article 37 have been complied with

#### Transfer Notice

37 2 Upon the Transfer Price being agreed or determined in accordance with article 33 2, the Board shall offer the Transfer Shares to the Founder Shareholders inviting them to apply in writing within the Offer Period for the maximum number of Transfer Shares that they wish to buy

37 3 If, at the end of the Offer Period, the number of Transfer Shares applied for exceeds the number of Transfer Shares, the Board shall

allocate the Transfer Shares to each Founder Shareholder in the proportion that his existing holding of Shares bears to the total number and class of Transfer Shares held by those Founder Shareholders who have applied for Transfer Shares during the Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Founder Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy.

37.4 If only some of the Transfer Shares are allocated in accordance with article 37.3 but there is an application for Transfer Shares from a Founder Shareholder that has not been satisfied, those Transfer Shares shall be allocated to the Founder Shareholder. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Founder Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy. Any Surplus Shares shall be offered to any other person in accordance with article 34.8.

37.5 Within 5 Business Days of the end of the Offer Period the Board shall serve an Allocation Notice on the Proposing Transferor and each Applicant.

37.6 On the service of an Allocation Notice, the Proposing Transferor shall, against payment of the Transfer Price, transfer the Transfer Shares in accordance with the requirements specified within them.

37.7 If the Proposing Transferor fails to comply with article 37.6

(a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Proposing Transferor

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the Applicants,

(ii) receive the Transfer Price and give a good discharge for it, and



- (iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
  - (b) the Company shall retain the Transfer Price on trust (but without interest) for the Proposing Transferor until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company. On registration of any Applicant as the holder of his respective Transfer Shares pursuant to this article 37 7, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 37 7.
- 37 8 Subject to clause 37 9, if an Allocation Notice does not relate to all of the Transfer Shares in the Transfer Notice then within 4 weeks following service of the Allocation Notice, the Proposing Transferor may transfer the Surplus Shares to any existing Investor Shareholder or person at a price at least equal to the Transfer Price.
- 37 9 Any transfer of the Surplus Shares to a third party pursuant to article 37 8 shall be subject to Board Consent.

#### Mandatory Transfers

- 37 10 An Investor Shareholder shall be deemed to have served a Deemed Transfer Notice(s) on the Board and in respect of all the Shares held by him or it immediately before
  - (a) a bankruptcy order being made against him, or an arrangement or composition being made with his or its creditors, or where he or it otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or
  - (b) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or

(c) his death or its liquidation

37 11 In the event that an Investor Shareholder is regarded as giving a Deemed Transfer Notice(s) pursuant to article 37 11, the Board will appoint an Expert to determine the Fair Value of the Transfer Shares accordance with articles 33 2 1(c) – 33 2 1(g) and the Transfer Price for the Transfer Shares shall be the Fair Value

37 12 On determination of the Fair Value of the Transfer Shares, the Board shall immediately follow the procedure set out in articles 37 2 to 37 7 For the avoidance of doubt, articles 37 8 and 37 9 shall not apply and any Second Surplus Shares shall remain with the Investor Shareholder or (if the Investor Shareholder is deceased) shall pass to the beneficiary or beneficiaries of the Investor Shareholder's estate

37 13 Transfer Shares under an Investor Shareholder's Deemed Transfer Notice(s) shall be Restricted Shares However, the holders of Restricted Shares shall have the right to receive a notice of, and to attend, all general meetings of the Company, but shall have no right to vote either in person or by proxy

37 14 All voting rights attached to the Restricted Shares under article 37 13 shall be automatically restored on completion of the transfer or transfer process under articles 37 2 and 37 12

### **38 Permitted Transfer**

38 1 Each Founder Shareholder may transfer all or any of its Shares to the other Founder Shareholder

38 2 A Founder Shareholder (**Shareholder**) may transfer all or any of his or its Shares to a Permitted Transferee and a Permitted Transferee may transfer all or part of the Shares that he or it has taken transfer of pursuant to this article 36 2 to a Founder Shareholder or a Permitted Transferee

38 3 A transfer of Shares may only be made by a Founder Shareholder or a Permitted Transferee Shareholder to a Permitted Transferee who is a Family Trust if the Board is satisfied

- (a) with the terms of the trust instrument and, in particular, with the powers of the trustees,
- (b) with the identity of the proposed trustees,
- (c) that the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts,
- (d) that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company, and
- (e) that the trustees of the Family Trust shall comply with article 35

### 39 Drag Along

39 1 The provisions of this article 39 supersede the pre-emption rights under articles 34 to 37 If the holders of not less than 60% of the Shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their interests in Shares (**Seller's Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**) at a bona fide price, the Selling Shareholders may require all the other Shareholders (**Called Shareholders**) to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer) directs in accordance with the provisions of this article (**Drag Along Option**)

39 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer The Drag Along Notice shall specify

- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this article 39 2,
- (b) the person to whom the Called Shares are to be transferred,
- (c) the consideration payable for the Called Shares calculated in accordance with article 39 4, and
- (d) the proposed date of the transfer

39 3 Once issued, a Drag Along Notice shall be irrevocable However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 90 Business Days of

serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

- 39.4 The Called Shareholders shall sell each Called Share for an amount in cash per share that is at least equal to the highest price per Seller's Share offered or paid by the Proposed Buyer.
- 39.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 39.
- 39.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless
- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise, or
  - (b) that date is less than 5 Business Days after the Drag Along Notice, in which case completion of the sale shall be delayed until the tenth Business Day after delivery of the Drag Along Notice.
- 39.7 The rights of pre-emption set out in these Articles shall not apply to any transfer of Shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- 39.8 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Board to be their agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this Article 39.8.
- 39.9 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company, or on the conversion of any convertible

security of the Company (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 39 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

#### **40 Tag Along**

- 40 1 Except in the case of transfers pursuant to article 39, the provisions of article 40 shall apply if, in one or a series of related transactions, one or more Shareholders propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring not less than 60% of the Shares in issue for the time being the Company.
- 40 2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Tag Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (**Specified Price**).
- 40 3 The Offer shall be given by written notice (**Tag Offer Notice**), at least 10 Business Days (**Tag Offer Period**) before the proposed sale date (**Tag Offer Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out
- (a) the identity of the Buyer,
  - (b) the purchase price and other terms and conditions of payment,
  - (c) the Sale Date, and
  - (d) the number of Shares proposed to be purchased by the Buyer (**Tag Offer Shares**).
- 40 4 If the Buyer fails to make the Tag Offer to all holders of Shares in the Company in accordance with article 40 2 and Article 40 3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not

register any transfer of Shares effected in accordance with the Proposed Transfer

- 40 5 If the Tag Offer is accepted by any Shareholder (**Accepting Shareholder**) within the Tag Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Tag Offer Shares held by Accepting Shareholders
- 40 6 The purchase of Tag Offer Shares from Accepting Shareholders is not subject to the pre-emption provisions in article 34 to 37

#### DIVIDENDS AND OTHER DISTRIBUTIONS

##### **41 Procedure for declaring dividends**

- 41 1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- 41 2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 41 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- 41 4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it
- 41 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 41 6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 41 7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful

payment of an interim dividend on Shares with deferred or non-preferred rights

#### **42 Payment of dividends and other distributions**

42 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

- (a) transfer to a bank or building society account specified by the distribution recipient in writing,
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing,
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing, or
- (d) any other means of payment as the Directors agree with the distribution recipient in writing

42 2 In the Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

#### **43. 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

#### **44 Unclaimed distributions**

44 1 All dividends or other sums which are—

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

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

44 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

44 3 If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

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

#### **45 Non-cash distributions**

45 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company)

45 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets,



- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

#### **46. Waiver of distributions**

46 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if—

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

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

### **CAPITALISATION OF PROFITS**

#### **47 Authority to capitalise and appropriation of capitalised sums**

47 1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions

47 2 Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and

- (b) in the same proportions as a dividend would have been distributed to them
- 47 3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct
- 47 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct
- 47 5 Subject to the Articles the Directors may—
  - (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another,
  - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
  - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

## DECISION-MAKING BY SHAREHOLDERS

### ORGANISATION OF GENERAL MEETINGS

#### **48. Attendance and speaking at general meetings**

- 48 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 48 2 A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

48 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

48 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

48 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

#### **49. Quorum for general meetings**

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

#### **50. Chairing general meetings**

50 1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

50 2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

- (a) the Directors present, or
- (b) (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

50 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

**51. Attendance and speaking by Directors and non-Shareholders**

51 1 Directors may attend and speak at general meetings, whether or not they are Shareholders

51 2 The chairman of the meeting may permit other persons who are not—

(a) Shareholders of the Company, or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting

**52. Adjournment**

52 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

52 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

52 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

52 4 When adjourning a general meeting, the chairman of the meeting must—

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 52 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
  - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- 52 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

#### VOTING AT GENERAL MEETINGS

#### **53 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

#### **54 Errors and disputes**

- 54 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 54 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

#### **55. Poll votes**

- 55 1 A poll on a resolution may be demanded—
  - (a) in advance of the general meeting where it is to be put to the vote, or

- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

55 2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

55 3 A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

55 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **56 Content of proxy notices**

56 1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

- (a) states the name and address of the Shareholder appointing the proxy,
- (b) identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
- (d) is delivered to the Company in accordance with the Articles 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 accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

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

56 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

56 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

56 4 Unless a proxy notice indicates otherwise, it must be treated as—

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

## **57 Delivery of proxy notices**

57 1 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

57 2 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

57 3 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

57 4 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

## **58 Amendments to resolutions**

58 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be

proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

58 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

58 3 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

### **59. Means of communication to be used**

59 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company

59 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient—

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),



- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

59 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

59 4 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

59 5 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

## **60 Data protection**

60 1 Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its Shareholders and Directors (each a **Recipient**) for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually

60 2 The personal data that may be processed for such purposes under this Article 16 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any Shares (or other investment

or security) in the Company Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to

- (a) its Parent Undertaking,
- (b) to Subsidiary Undertakings of that Parent Undertaking (**Recipient Group Companies**), and
- (c) to employees, Directors and professional advisors of that Recipient or the Recipient Group Companies

60 3 Each of the Shareholders and Directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where is it necessary or desirable to do so

#### **61. 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

#### **62 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

#### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **63. Indemnity**

63 1 Subject to paragraph (2), but without prejudice to any indemnity to which a relevant officer is otherwise entitled—

(a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer—

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 58(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

63 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

63 3 In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act, but excluding in each case any person engaged by the Company (or associated company)

as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor)

#### **64 Insurance**

64 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

64 2 In this article—

- (a) a “relevant officer” means any Director or other officer or former Director or other officer of the Company or an associated company (including any such company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor),
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate