

Company No. 7141378

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

ARTICLE OF ASSOCIATION
of
GREEN ENERGY (SOUTH WALES) LIMITED

**(adopted by Special Resolution
Passed on 12th February 2015)**

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Company No: 7141378

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION**

of

**MANDACO 630 LIMITED
("the Company")**

**(adopted by Special Resolution
passed on 2010)**

1 Definitions

1.1 In these Articles the following words and expressions shall, unless the context otherwise requires, bear the following meanings -

"A Director" means any director appointed to the Company by holders of the A Ordinary Shares,

"A Ordinary Share" means an A ordinary share of £1.00 in the capital of the Company designated as an A Ordinary Share,

"Act" means the Companies Act 2006,

"Acting in Concert" means as set out in the City Code on Takeovers and Mergers,

"appointor" has the meaning given in article 12.1,

"Articles" means the Company's articles of association for the time being in force,

"Auditors" means the auditors of the Company from time to time,

"B Director" means any director appointed to the Company by holders of the B Ordinary Shares,

"B Ordinary Share" means a B ordinary share of £1.00 in the capital of the Company designated as a B Ordinary Share,

"Board" means the board of Directors of the Company as constituted from time to time,

"Board Majority" means a majority in number of the Eligible Directors of the Board (or their alternates) present and voting at a board meeting duly convened and held (such majority to include at least two A Eligible Directors and at least two Eligible B Directors),

"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,

"Change of Control" means the transfer of Shares as a result of which any person or persons Connected with each other or persons Acting in Concert with each other (not being Shareholders at the date hereof) would obtain Control over or increase Control beyond that number of Shares in the Company which in aggregate confer 50% or more of the voting rights normally exercisable at general meetings of the Company,

"Conflict" has the meaning given in article 9 1,

"Connected" means as defined in section 839 of the Income and Corporation Taxes Act 1988,

"Control" means the right by virtue of holding Shares in, or the possession of voting power in or in relation to, the Company or any other body corporate to exercise or procure the exercise of the voting rights attached to Shares,

"Eligible Director" means any Eligible A Director or Eligible B Director (as the case may be),

"Eligible A Director" means an A Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter),

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

"Group" means the Company and each of its subsidiaries and any holding company of the Company from time to time and **"member of the Group"** shall be construed accordingly, and the terms 'subsidiary' and 'holding company' shall have the meanings ascribed to them by section 1159 of the Act,

"Interested Director" has the meaning given in article 9 1,

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

"Permitted Group" means in relation to a company (wherever incorporated), any wholly-owned subsidiary of that company, any company of which it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company, and each company in a Permitted Group is a member of the Permitted Group. Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time,

"Permitted Transferee" means any person to whom a holder of Shares is permitted to transfer Shares pursuant to article 15,

"Shareholders" means the holders of Shares for the time being in the capital of the Company,

"Shares" means the A Ordinary Shares and the B Ordinary Shares in the issued share capital of the Company from time to time,

"Subsidiary" means in relation to a company wherever incorporated (a holding company) means "subsidiary" as defined in section 1159 of the Act and any other company which is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company Unless the context requires otherwise, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time,

"Writing or written" 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 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 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 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2 Adoption of the Model Articles

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 6(2), 8, 9(1), 11(2), 11(3), 12, 13, 14, 17, 18, 24(2)(c), 26(5), 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur"

- 2 4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 2 5 Article 26(1) shall be amended by the insertion of the words "and, unless the share is fully paid, the transferee" after the words "on behalf of the transferor"
- 2 6 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Article 17(2)," after the word "But"
- 2 7 Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 2 8 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

3 Directors' Meetings

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4
- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3 3 All decisions made at any meeting of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes
- 3 4 If at any time at or before any meeting of the directors all A Directors participating or all B Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once

4 Unanimous Decisions of Directors

- 4 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
- 4 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
- 4 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with article 7

5 Number of Directors

The number of directors shall not be less than one but there shall be no maximum number of directors

6 Calling a director's meeting

6 1 Meetings of the Board shall be properly convened and held regularly at the Company's principal place of business (or at some place as agreed by the Board Majority) at least once every quarter Unless the Board Majority agrees that circumstances do not permit, telephone conferences shall be scheduled at least once every calendar month with the advisors of the Company (if appropriate) to keep the Board updated as to progress and the status of the Company's business

6 2 Notice of any directors' meeting must be accompanied by

6 2 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and

6 2 2 copies of any papers to be discussed at the meeting

6 3 Unless the Board Majority agrees that circumstances do not permits, not less than five Business Days notice of each meeting of the Board or of a committee of the Board, together with the agenda for the meeting and all supporting Board papers, shall be given to the directors Any matter which was not specifically listed or disclosed in such agenda may not be discussed at any meeting of the Board unless the Board Majority otherwise agrees

7 Quorum for Directors' Meetings

7 1 The quorum for a meeting of the Board shall be two directors in person or present at least one of whom shall be Eligible A Director and one of whom shall be Eligible B Director (or their duly appointed alternates) In the event that no quorum is present at a meeting of the Board within 30 minutes of the time appointed for such meeting, then the same shall stand adjourned to the day which is 7 days from the date appointed for such meeting at the same time and place and when such adjourned meeting is convened, any two Directors in person (or by an alternate) shall be a quorum at least one of whom shall be an A Director and one of whom shall be a B Director

7 2 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

7 2 1 to appoint further directors, or

7 2 2 to call a general meeting so as to enable the shareholders to appoint further directors

8 Chairing of Directors' Meetings

The chairman shall not be entitled to any second or casting vote at a meeting of the Board The position of chairman shall be reviewed by the Board on an annual basis but there shall be no restriction on the Board reappointing the same chairman

9 Directors' Interests

- 9 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 (the "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 9 2 Any authorisation under this article will be effective only if
- 9 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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,
- 9 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 9 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 9 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
- 9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 9 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 9 3 3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 9 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 9 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 9 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

- 9 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 9 5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 9 6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under article 9 1 shall be necessary in respect of any such interest
- 9 7 Any director shall be entitled from time to time to disclose to the holders of the Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing
- 9 8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 9 9 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 9 10 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9 9
- 9 11 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 9 3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 9 11 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 9 11 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of

such transaction or arrangement or proposed transaction or arrangement in which he is interested,

- 9 11 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 9 11 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 9 11 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 9 11 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

10 Records of Decisions to be Kept

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

11 Appointment and Removal of Directors

11 1 The Shareholders shall be entitled to appoint directors as follows -

- 11 1 1 in the case of the holder of A Ordinary Shares, for as long as it holds any A Ordinary Shares, it shall be entitled to appoint three directors of the Company who shall be referred to as A Directors,
- 11 1 2 in the case of the holder of B Ordinary Shares, for as long as it holds any B Ordinary Shares, it shall be entitled to appoint three directors of the Company who shall be referred to as B Directors,

and each may require removal from office of any person so appointed and may require the appointment of another person in his place Any such nomination for appointment or removal shall be made in accordance with the Articles and, in the case of removal, without compensation for loss of office

11 2 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the relevant holder of A Ordinary Shares or B Ordinary Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office, marked for the

attention of the Company secretary or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.

12 **Alternate Directors**

12.1 Any director (other than an alternate director) ("**appointor**") may appoint as an alternate any other director (except for an existing director representing the other class of shares), or any other person approved by resolution of the directors, to

12.1.1 exercise that director's powers, and

12.1.2 carry out that director's responsibilities,

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

12.2 In these Articles, where the context so permits, the term A Director or B Director shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.

12.3 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

12.4 The notice must

12.4.1 identify the proposed alternate, and

12.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

12.5 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

12.6 Except as these Articles specify otherwise, alternate directors

12.6.1 are deemed for all purposes to be directors,

12.6.2 are liable for their own acts and omissions,

12.6.3 are subject to the same restrictions as their appointors, and

12.6.4 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.

12.7 A person who is an alternate director but not a director

- 12 7 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
- 12 7 2 may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision, and does not himself participate)
- 12 8 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)
- 12 9 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct
- 12 10 An alternate director's appointment as an alternate terminates
 - 12 10 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - 12 10 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
 - 12 10 3 on the death of the alternate's appointor, or
 - 12 10 4 when the alternate director's appointor ceases to be a director for whatever reason

13 **Share Capital**

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

14 **Allotment of Shares**

- 14 1 Subject to the remaining provisions of this Article, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to
 - 14 1 1 offer or allot,
 - 14 1 2 grant rights to subscribe for or to convert any security into,
 - 14 1 3 otherwise deal in, or dispose of, or
 - 14 1 4 any Shares to any person, at any time and subject to any terms and conditions as the directors think proper

- 14 2 The authority referred to in Article 14 1

- 14 2 1 shall be limited to a maximum nominal amount of £500 of A Ordinary Shares and £500 of B Ordinary Shares or such other amount as may from time to time be authorised by the Company by ordinary resolution,
 - 14 2 2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and
 - 14 2 3 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 shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)
- 14 3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company

15 Permitted Share Transfers

- 15 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal 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
- 15 2 No share shall be transferred unless the transfer is made in accordance with these Articles
- 15 3 The Shareholders shall be permitted to make the following transfers
- 15 3 1 any Shares may be transferred pursuant to article 16,
 - 15 3 2 any Shares may be transferred pursuant to article 17 (Compulsory and Deemed Transfer) and article 18 (Tag Along),
 - 15 3 3 subject to article 17 4, any Shareholder being a body corporate shall be entitled to transfer all or any of its Shares (or the beneficial interest in such Shares) to any member of its Permitted Group
- 15 4 The Company shall be obliged to register any transfers made in accordance with this article 15

16 Transfer Notice and Pre-emption Rights

- 16 1 Any member proposing to transfer Shares held by him (a "**Proposing Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company stating -
- 16 1 1 the number of Shares which it proposes to transfer (the "**Sale Shares**"),
 - 16 1 2 the price per Share at which it proposes to transfer the Sale Shares (the "**Transfer Price**"), and

- 16 1 3 whether or not the Transfer Notice is conditional upon all and not part only of the Sale Shares being sold pursuant to the offer hereinafter mentioned and in the absence of such stipulation it shall be deemed not to be so conditional
- 16 2 No Transfer Notice once given or deemed to be given in accordance with article 16 1 shall be withdrawn unless
- 16 2 1 the Proposing Transferor is obliged to procure the making of a Tag Along Offer in accordance with article 18 and is unable so to procure in which event the Proposing Transferor shall be entitled to withdraw such Transfer Notice, without liability to any person, within 28 days of service, or
- 16 2 2 the Board consents to the withdrawal of the Transfer Notice
- 16 3 The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares at the Transfer Price
- 16 4 If no Transfer Price is stated in the Transfer Notice and within 28 days of receipt of the Transfer Notice the Proposing Transferor and a majority of the Directors are unable to agree a price per Share at which the Sale Shares should be offered for sale (the "**Transfer Price**") the Directors shall instruct the Auditors (or if the Auditors decline the instruction an independent accountant), to determine the Transfer Price in accordance with article 19
- 16 5 The Company shall forthwith upon the later (if relevant) of
- 16 5 1 receipt of a Transfer Notice, or
- 16 5 2 where the Transfer Price is not stated in the Transfer Notice the determination of the Transfer Price,
- 16 5 3 give notice in writing to each of the members of the Company (other than the Proposing Transferor and any other member who has or is deemed to have served a Transfer Notice in relation to all of the Sale Shares held by him) inviting them to state in writing by a specified date being 28 days from the date of the said notice whether and, if so, the maximum number of Sale Shares it wishes to purchase at the Transfer Price
- 16 6 The Sale Shares shall be offered on the basis that, in the event that the Shareholders accept the offer for a maximum number of Shares in excess of the number of Sale Shares, the Sale Shares shall be sold to the Shareholders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares, subject to the maximum number of Shares which each has indicated it wishes to purchase
- 16 7 Within seven days of the closing of the offer to Shareholders pursuant to article 16 5 the Company shall give notice of each allocation of Sale Shares in accordance with article 16 6 (an "**Allocation Notice**") to the Proposing Transferor and each of the persons to whom Sale Shares have been allocated (each a "Purchaser") and shall specify in the Allocation Notice the place and time (being not less than 7 and not more than 14 days after the date of the notice) at which the sale of the Sale Shares shall be completed PROVIDED

that the transfer and completion of the sale of the Sale Shares shall not be sanctioned or effected by the Board if such transfer obliges the Proposing Transferor to procure the making of a Tag Along Offer in accordance with article 18, and no such Tag Along Offer has been made and completed

16 8 Subject to article 16 7, upon such allocation of Sale Shares being made, the Proposing Transferor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Purchaser(s) named therein at the time and place therein specified. If he makes default in so doing the Chairman (provided he is not the Proposing Transferor) or failing him one of the Directors or some other person duly nominated by a resolution of the Board for that purpose, shall immediately be deemed to be the duly appointed attorney of the Proposing Transferor with full power to execute, complete and deliver in the name and on behalf of the Proposing Transferor a transfer of the relevant Sale Shares to the Purchaser(s) and the Board may receive and give a good discharge for the purchase money on behalf of the Proposing Transferor and (subject to the transfer being duly stamped) enter the name of the Purchaser(s) in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Proposing Transferor until he shall deliver up his certificate or certificates for the relevant Shares to the Company upon which he shall be paid the purchase money.

16 9 If the Proposing Transferor shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of Shares applied for is less than the total number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation open for 28 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding articles of this article 16 shall be conditional upon such offer being accepted in relation to all of the Sale Shares.

16 10 If the Proposing Transferor stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Proposing Transferor shall not be entitled, save with the written consent of the holders of all of the Shares, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons.

16 11 In the event of any (and in the case of a condition in accordance with article 16 1 3 being applicable, all) of the Sale Shares are not sold in accordance with this article 16 the Proposing Transferor may at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares not sold to any person or persons ("Proposed Transferee") at any price not less than the Transfer Price PROVIDED THAT

16 11 1 the Board shall be entitled to refuse registration of the proposed transferee if he is believed to be, or is a nominee for, a person reasonably considered by the Board to be a competitor of the business of the Company and its subsidiaries and if as a result of such transfer more than 10% of the share capital of the Company would be held by, or by nominees for, competitors or persons

Connected with competitors of the business of the Company and its subsidiaries PROVIDED THAT the Board shall not be so entitled if the effect of such transfer would oblige the Proposing Transferor to procure the making of a Tag Along Offer (as defined in article 18) for all other shares in the Company,

16 11 2 the Proposed Transferee shall have complied with its obligations under article 18,

16 11 3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer, and

16 11 4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Proposing Transferor to procure the making of a Tag Along Offer until such time as such offer has been made and completed

17 Compulsory and Deemed Transfers

17 1 Any holder of Shares who -

17 1 1 (in the case of a corporate Shareholder) is subject to a Change of Control, or

17 1 2 enters into administration, receivership or liquidation or has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets or undertaking, or

17 1 3 enters into any composition or arrangement for the benefit of its creditors, or

17 1 4 has another event analogous to those referred to in 17 1 2 and 17 1 3 above occur in respect of it,

shall be a Retiring Member A Retiring Member or a person or persons to whom Shares formerly held by such a Retiring Member have been transferred (whether or not by the Retiring Member) pursuant to article 15 3 3 above, shall be deemed (immediately before the happening of such event) to have given a Transfer Notice in accordance with Article 16 1 above in respect of all Shares then held by such member Any person entitled to any Shares in consequence of such event shall be bound by such Transfer Notice

17 2 A chargee of a member who exercises or purports to any rights in respect of any Shares under the charge shall be bound to give a Transfer Notice in respect of such Shares, if and when required in writing by a majority of the Directors to do so

17 3 If a Transfer Notice is deemed to be given pursuant to article 17 1 by a Retiring Member or article 17 2 then the transfer price shall be the price per Share determined in accordance with article 19 (Transfer Price)

- 17 4 If, following a transfer of Shares pursuant to article 15, the transferee ceases to be a person to whom the transferor would be entitled to transfer Shares pursuant to such article, the transferee shall, within [21] days of so ceasing, transfer the Shares held by it to the transferor or to some other person to whom the transferor would be entitled to transfer such Shares pursuant to these Articles and failing such transfer shall be deemed to have given a Transfer Notice in accordance with article 16 1
- 17 5 In any case where the Directors have duly required a Transfer Notice to be given in respect of any Shares and such Transfer Notice is not duly given within a period of one week such Transfer Notice shall be deemed to have been given at the expiry of the said period and the provisions relating to Transfer Notices shall take effect accordingly unless a majority of the Directors elect otherwise
- 17 6 Where any Transfer Notice is deemed or required to have been given in accordance with this article 17 1 or 17 2, the Transfer Notice shall be treated as having specified -
- 17 6 1 that all the Shares registered in the name of the Proposing Transferor shall be included for transfer,
- 17 6 2 that other than a Transfer Notice deemed to have been given pursuant to article 17 1 the Transfer Price is as determined in accordance with article 19, and
- 17 6 3 that the condition as referred to in article 16 1 3 shall apply
- 17 7 In any case where a Shareholder (or his personal representative) has been required to give or has been deemed to have given a Transfer Notice pursuant to the provisions of this article 17 and subsequently becomes the holder of further Shares in the Company by virtue of the holding of any Shares comprised in such Transfer Notice (whether by rights or bonus issue or conversion or pre-emption rights on issue or transfer or howsoever otherwise) a majority of the Directors may at any time thereafter determine in their absolute discretion that he (or his personal representatives as appropriate) shall be deemed to have served a Transfer Notice pursuant to article 16 or article 17 (as appropriate) in respect of such further Shares

18 Tag Along Right

- 18 1 Notwithstanding any other provisions in these Articles no sale or transfer or other disposition of any interest in any Shares (other than to an existing Shareholder or as a permitted transfer under article 15 or pursuant to article 17) shall have any effect, unless before the sale, transfer or other disposition takes effect the third party purchaser has made a bona fide offer in accordance with this article to purchase any or all Shares held by the other Shareholders (except any Shareholder which has expressly waived its rights to receive such an offer for the purpose of this article) and any Shares which are issuable on the exercise of options which are outstanding at such time in accordance article 18 2 below
- 18 2 Any Shareholder to whom an offer is made pursuant to this article ("Selling Shareholder") will not be entitled to transfer any such shares under this article unless the proposed third party purchaser

- 18 2 1 shall have offered to purchase from each existing Shareholder (at the price offered by such proposed purchaser(s) to the Selling Shareholder/s) such proportion of Shares held by each such other Shareholder as is equal to the proportion which the Shares being sold by the Selling Shareholder bears to his total holding of Shares (including the Shares to be sold) held by the Selling Shareholder/s, and
- 18 2 2 shall in respect of any Shareholder who wishes to take up the offer referred to in Article 18 2 1 above, acquire from such Shareholder the Shares in question at the relevant price simultaneously with the acquisition of the Shares from the Selling Shareholder/s
- 18 3 Any offer made under Articles 18 1 and 18 2 shall be in writing, open for acceptance for at least 21 days, and shall be deemed to be rejected by any Shareholder who has not accepted it in accordance with its terms within 28 days and the consideration under such an offer shall be settled in full on completion of the purchase and within 30 days of the date of the offer

19 **Transfer Price**

- 19 1 In the event that the Auditors or an independent chartered accountant is required to determine the price at which Shares are to be transferred pursuant to these Articles such price shall be the amount the Auditors or the independent chartered accountant (as the case may be) shall on the application of the Board certify in writing to be the price which in their opinion represents the fair market value of each Share being the sum which a willing purchaser would agree with a willing seller to be the purchase price for all the Shares of the Company (taking account of any under option) divided by the number of issued Shares and Shares under option and so that there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of or options over the Shares to be sold whether under the Articles or this Agreement
- 19 2 In so certifying, the Auditors or the independent chartered accountant (as the case may be) shall act as expert and not as arbitrator and his decision shall be final and binding on the parties
- 19 3 The costs of determining the Transfer Price shall be borne by the Company

20 **Company's lien over Shares**

- 20 1 The company has a lien (the **company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future
- 20 2 The company's lien over a share
- 20 2 1 takes priority over any third party's interest in that share, and

- 20 2 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share
 - 20 3 The Board Majority may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part
- 21 **Enforcement of the Company's lien**
 - 21 1 Subject to the provisions of this article, if
 - 21 1 1 a lien enforcement notice has been given in respect of a share, and
 - 21 1 2 the person to whom the notice was given has failed to comply with it,

the company may sell that share in such manner as the directors decide
 - 21 2 A lien enforcement notice
 - 21 2 1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
 - 21 2 2 must specify the share concerned,
 - 21 2 3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
 - 21 2 4 must be addressed either to the holder of the share or to a transmittee of that holder, and
 - 21 2 5 must state the company's intention to sell the share if the notice is not complied with
 - 21 3 Where shares are sold under this article
 - 21 3 1 the Board Majority may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and
 - 21 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
 - 21 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
 - 21 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
 - 21 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the

shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

21 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date

21 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

21 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

22 Call Notices

22 1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a shareholder requiring the shareholder to pay the company a specified sum of money (a **call**) which is payable to the company at the date when the directors decide to send the call notice

22 2 A call notice

22 2 1 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company in respect of any amount unpaid on any shares (nominal amount and/or premium),

22 2 2 must state when and how any call to which it relates is to be paid, and

22 2 3 may permit or require the call to be made in instalments

22 3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent

22 4 Before the company has received any call due under a call notice the directors may

22 4 1 revoke it wholly or in part, or

22 4 2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made

23 Liability to make calls

23 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

23 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

23 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

23 3 1 to pay calls which are not the same, or

23 3 2 to pay calls at different times

24 When call notice need not be issued

24 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share

24 1 1 on allotment,

24 1 2 on the occurrence of a particular event, or

24 1 3 on a date fixed by or in accordance with the terms of issue

24 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

25 Failure to comply with call notice: Automatic Consequences

25 1 If a person is liable to pay a call and fails to do so by the call payment date

25 1 1 the directors may issue a notice of intended forfeiture to that person, and

25 1 2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate

25 2 For the purposes of this article

25 2 1 the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date, and

25 2 2 the "relevant rate" is

25 2 2 1 the rate fixed by the terms on which the share in respect of which the call is due was allotted,

25 2 2 2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or

25 2 2 3 if no rate is fixed in either of these ways, 5 per cent per annum

25 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

25 4 The directors may waive any obligation to pay interest on a call wholly or in part

26 Notice of intended forfeiture

A notice of intended forfeiture

- 26 1 1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- 26 1 2 must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder,
- 26 1 3 must require payment of the call and any accrued interest [and all expenses that may have been incurred by the company by reason of such non-payment] by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- 26 1 4 must state how the payment is to be made, and
- 26 1 5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

27 Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the Board Majority may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

28 Effect of forfeiture

- 28 1 Subject to the Articles, the forfeiture of a share extinguishes
 - 28 1 1 all interests in that share, and all claims and demands against the company in respect of it, and
 - 28 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company
- 28 2 Any share which is forfeited in accordance with the Articles
 - 28 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,
 - 28 2 2 is deemed to be the property of the company, and
 - 28 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit
- 28 3 If a person's shares have been forfeited
 - 28 3 1 the company must send that person notice that forfeiture has occurred and record it in the register of shareholders,
 - 28 3 2 that person ceases to be a shareholder in respect of those shares,
 - 28 3 3 that person must surrender the certificate for the shares forfeited to the company for cancellation,

28 3 4 that person remains liable to the company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

28 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

28 4 At any time before the company disposes of a forfeited share, the Board Majority may decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit

29 Procedure following forfeiture

29 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the Board Majority may authorise any person to execute the instrument of transfer

29 2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date

29 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

29 2 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

29 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

29 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

29 4 1 was, or would have become, payable, and

29 4 2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

30 Surrender of shares

30 1 A shareholder may surrender any share

30 1 1 in respect of which the directors may issue a notice of intended forfeiture,

30 1 2 which the directors may forfeit, or

30 1 3 which has been forfeited

- 30 2 The Board Majority may accept the surrender of any such share
- 30 3 The effect of surrender on a share is the same as the effect of forfeiture on that share
- 30 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited
- 31 **Procedure for declaring dividends**
 - 31 1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be -
 - 31 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - 31 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
 - 31 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
 - 31 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount
- 32 **Deductions from distributions in respect of sums owed to the Company**
 - 32 1 If -
 - 32 1 1 a share is subject to the company's lien, and
 - 32 1 2 the directors are entitled to issue a lien enforcement notice in respect of it,they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.
 - 32 2 Money so deducted must be used to pay any of the sums payable in respect of that share
 - 32 3 The company must notify the distribution recipient in writing of -
 - 32 3 1 the fact and amount of any such deduction,
 - 32 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
 - 32 3 3 how the money deducted has been applied

33 Quorum for General Meetings

33 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom at least one shall be the holder of A Ordinary Shares and one shall be the holder of B Ordinary Shares or duly authorised representatives of such holders

33 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

34 Chairing General Meetings

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

35 Voting

At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder

36 Poll Votes

36 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

36 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new article at the end of that article

37 Proxies

37 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "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 general meeting (or adjourned meeting) to which they relate"

37 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new article at the end of that article

38 Means of Communication to be Used

38 1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

- 38 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted 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,
 - 38 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - 38 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - 38 1 4 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
- 38 2 For the purposes of this article, no account shall be taken of any part of a day that is not a working day
- 38 3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

39 Indemnity and Insurance

- 39 1 Subject to article 39 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled -
- 39 1 1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them 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 affairs, and
 - 39 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 39 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

- 39 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 39 3 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
- 39 4 In this article
- 39 4 1 a "relevant officer " means any director or other officer [or former director or other officer] of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- 39 4 2 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 or any pension fund or employees' share scheme of the Company