

Companies Act 2006

Private company limited by shares

ARTICLES OF ASSOCIATION

WEST CUMBRIA MINING (HOLDINGS) LIMITED

Company Number 07143398

Incorporated in England and Wales on 2 February 2010

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WEST CUMBRIA MINING (HOLDINGS) LIMITED

Adopted on 3 June 2014

Part 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms and interpretation

1 1 In these articles, unless the context requires otherwise:

“alternate” or “alternate director”	has the meaning given in article 25
“appointor”	has the meaning given in article 25
“articles”	the company’s articles of association
“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy
“board”	the board of directors
“chairman”	has the meaning given in article 13
“chairman of the meeting”	has the meaning given in article 31
“Companies Acts”	the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company
“director”	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 52
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006
“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”	the company and its subsidiaries and subsidiary undertakings from time to time

	and "Group member" shall be interpreted accordingly
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006
"holder"	in relation to shares means the person whose name is entered in the register of members as the holder of the shares and "shareholder" shall be interpreted accordingly
"instrument"	a document in hard copy form
"member"	has the meaning given in section 112 of the Companies Act 2006
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006
"paid"	paid or credited as paid
"participate"	in relation to a directors' meeting, has the meaning given in article 7
"proxy notice"	has the meaning given in 37
"shares"	shares in the company
"special resolution"	has the meaning given in section 283 of the Companies Act 2006
"subsidiary"	has the meaning given in section 1159, Companies Act 2006 provided that for the purpose of that section a company shall be deemed to be a member of another when its shares in the other company are registered in the name of another person either in connection with the taking of security or as a nominee
"subsidiary undertaking"	has the meaning given in section 1162, Companies Act 2006
"transfer of shares"	includes, without limitation: <ul style="list-style-type: none"> (i) any sale or other disposition including by way of mortgage, charge or other security interest of the whole or any part of the legal or beneficial interest in any shares, (ii) the grant of any option or other rights over the whole or any part of the legal or beneficial interest in any shares, (iii) any direction (by way of renunciation or otherwise) by a holder entitled to

an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself, and

- (iv) any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached to it or issue of a derivative interest in a share) (i) whether or not by the relevant holder, (ii) whether or not for consideration, (iii) whether or not effected by an instrument in writing and (iv) whether or not made voluntarily or by operation of law

“transmittee”

a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law

“voting rights”

has the meaning given to it in section 1159 and paragraph 2 of Schedule 6 of the Companies Act 2006

“writing”

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 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.
- 1 3 The regulations in The Companies (Model Articles) Regulations 2008 and any other articles or regulations that apply to companies under the Statutes shall not apply to the company and these articles alone shall constitute the regulations of the company.
- 1 4 Article headings and the use of bold type in these articles are included for ease of reference only and shall not affect the construction or interpretation of these articles.
- 1 5 References to any gender include references to each other gender (including neuter) and references to the singular include the plural and vice versa.
- 1 6 Any phrase introduced by the term **“Include”**, **“Including”**, **“in particular”**, **“other”** or any similar general term is not limited by any particular examples preceding or following those general terms.
- 1 7 If there is any conflict between any of the provisions of Part 1 to Part 5 of these articles and the provisions of any subsequent part of these articles, the provisions set out in the subsequent parts of these articles shall take precedence over the provisions set out in Part 1 to Part 5 of these articles.
- 1 8 Where any of the provisions of these articles are stated to apply to an article referred to by its principal number only, those provisions shall apply (where relevant) to all and any articles designated by that number and a further number.

2. Liability of members

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

Part 2

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. Members' reserve power

- 4 1 The members 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.
- 4 3 No alteration of the articles invalidates anything which the directors have done before such alteration.

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:
 - 5 1 1 to such person or committee,
 - 5 1 2 by such means (including by power of attorney),
 - 5 1 3 to such an extent,
 - 5 1 4 in relation to such matters or territories, and
 - 5 1 5 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.

PROCEDURES AT DIRECTORS' MEETINGS

7. Participation in directors' meetings

- 7 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 7 1 1 the meeting has been called and takes place in accordance with the articles, and
 - 7 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 7 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.
- 7 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.

8. Calling a directors' meeting

- 8 1 Any director may call a directors' meeting by giving notice, or by authorising the company secretary (if any) to give notice (which notice need not be in writing) of the meeting to each director, and the notice must indicate:
- 8 1 1 the proposed date and time of the meeting,
 - 8 1 2 where the meeting is to take place, and
 - 8 1 3 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.
- 8 2 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. 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.

9. Directors to take decisions collectively

- 9 1 The general rule about decision-making by directors is that any decision of the directors must be either:
- 9 1 1 a majority decision at a meeting, or
 - 9 1 2 in the form of a directors' written resolution.
- 9 2 Subject to the articles (and in particular to article 84), each director participating in a directors' meeting has one vote.

10. Proposing directors' written resolutions

Any director may propose a directors' written resolution by giving notice of the proposed resolution in writing to each director, and the notice must indicate:

- 10 1 the proposed resolution, and
- 10 2 the time by which it is proposed that the directors should adopt it.

11. Adoption of directors' written resolutions

11 1 A proposed directors' written resolution is adopted when such directors, the votes of whom would, if they had been cast at a directors' meeting, have been sufficient to pass the resolution, have signed the resolution or indicated their agreement to it in writing, provided that those directors:

11 1 1 would have been entitled to vote on the resolution, and have their vote counted, and

11 1 2 would have formed a quorum at such a meeting.

11 2 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

11 3 A written resolution signed by an alternate director need not also be signed by or agreed to by his appointer.

11 4 The directors must ensure that the company keeps a record, in writing, of all directors' written resolutions for at least 10 years from the date of their adoption.

12. Quorum for directors' meetings

12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12 2 The quorum for directors' meetings is as specified in article 84 9.

12 3 If the total number of directors for the time being in office is less than the quorum required, the directors must not take any decision other than a decision:

12 3 1 to appoint further directors, or

12 3 2 to call a general meeting so as to enable the shareholders to appoint further directors.

13. Chairing directors' meetings

13 1 The directors may appoint a director to chair their meetings.

13 2 The person so appointed for the time being is known as the chairman.

13 3 The directors may terminate the appointment of the chairman at any time.

13 4 If the chairman is not participating in a meeting within 10 minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it.

14. Chairman's casting vote at directors' meetings

If the numbers of votes by directors who would have been entitled to vote and have their vote counted, at a directors' meeting for and against a proposal are equal, the chairman or other director chairing the meeting shall have a casting vote.

15. Alternates voting at directors' meetings

A director who is also an alternate director has an additional vote on behalf of each appointor who is:

15 1 not participating in a directors' meeting, and

15 2 would have been entitled to vote if they were participating in it.

16. Directors' discretion to make further rules

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

DIRECTORS' INTERESTS

17. Directors' interests- general

17 1 For the purposes of articles 17 to 20:

17 1 1 an interest of a person who is connected (within the meaning of section 252 of the Companies Act 2006) with a director is treated as an interest of the director, and

17 1 2 in the case of an alternate director, the interest of his appointer is treated as an interest of the alternate director in addition to any interest, which the alternate director may have.

17 2 The company may by ordinary resolution ratify any matter not properly authorised by reason of non-compliance with any of the provisions of articles 17 to 20.

18. Directors' interests in transactions or arrangements with the company

18 1 If he has declared his interest in accordance with the Companies Acts, a director:

18 1 1 may be a party to, or in any way interested, whether directly or indirectly, in any contract, arrangement or transaction to which the company is a party, or in which the company is in any way interested, whether directly or indirectly,

18 1 2 may hold and be remunerated in respect of any office (other than the office of auditor of the company) or employment under the company or any other undertaking in which the company is in any way interested,

18 1 3 may (or any firm of which he is a member, partner or employee may) act in a professional capacity (other than the office of auditor) for the company or any such other undertaking and be remunerated for so acting, and/or

18 1 4 may act as a director or other officer of, or be otherwise interested in, any undertaking promoted by the company.

18 2 A director shall not, save as otherwise agreed by him, be accountable to the company for any interest, remuneration, profit or other benefit which he (or a person connected with him) derives from any matter permitted by this article and no such contract, transaction or arrangement relating thereto is liable to be avoided on the grounds of any such interest or benefit.

19. Directors' power to authorise conflicts of interest

19 1 For the purposes of section 175 of the Companies Act 2006, the directors have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.

19 2 The power of the directors to authorise any matter under article 19 1:

19 2 1 applies (but is not limited) to the exploitation of any property, information or opportunity (and it is immaterial whether the company could take advantage of the property, information or opportunity), and

- 19 2 2 does not apply to a conflict of interest arising in relation to a transaction or arrangement with the company.
- 19 3 Authorisation of a matter under this article is effective only if:
- 19 3 1 the matter in question has been proposed in writing for consideration at a meeting of the directors in accordance with the board's normal procedures or such other manner as the directors may decide,
- 19 3 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question or any other interested director, and
- 19 3 3 the matter was agreed to without such director (or directors) voting, or would have been agreed to if the votes of any interested directors had not been counted.
- 19 4 Any authorisation of a matter under this article shall be subject to such conditions, limitations and/or terms as the directors may decide, whether at the time such authorisation is given or subsequently, and may be varied or revoked by the directors at any time and at their absolute discretion such conditions, limitations and/or terms may include, without limitation, that:
- 19 4 1 the director shall notify the board as soon as practicable of any significant change in the circumstances proposed for consideration under article 19 3 1,
- 19 4 2 the director shall not be required or entitled to attend those parts of meetings of the directors (or a committee thereof) at which the matter under consideration is discussed,
- 19 4 3 the director shall not be entitled to receive any papers or other documents in relation to, or concerning, the matter under consideration, and
- 19 4 4 any information obtained by the director, other than in his capacity as a director or employee of the company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the company where such disclosure or use would constitute a breach of confidence.
- 19 5 Subject to any such conditions, limitations and/or terms imposed by the directors, any authorisation given shall be deemed to be given to the fullest extent permitted by the Companies Acts. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 19 6 A director shall not, save as otherwise agreed by him, be accountable to the company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under this article and any such related contract, transaction or arrangement relating is not liable to be avoided on the grounds of any such benefit.
- 19 7 Without prejudice to article 19 4 1, any authorisation of a matter under this article shall extend to any actual or potential conflict of interest, which may reasonably be expected by the directors, at the time such authorisation is given, to arise out of the matter so authorised.
- 20. No restrictions on quorum and voting where a director has an interest**
- 20 1 Save as provided in this article or article 19 3, provided that a director has declared his interest in accordance with the Companies Acts, he shall be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) is interested.
- 20 2 A director shall not be counted in a quorum at a meeting of the directors in relation to any resolution on which he is not entitled to vote.

- 20 3 Proposals concerning any matters relating to the appointment of 2 or more directors to offices or employments with the company or any undertaking in which the company is interested may be divided and considered in relation to each director separately in such case each of the directors concerned (provided he is not otherwise barred from voting) is entitled to vote and be counted in the quorum in respect of each resolution, except that concerning his own appointment.
- 20 4 If any question arises at any meeting as to the entitlement of any director to vote, and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling (in relation to any director other than himself) is final and conclusive unless the interest has not been fairly disclosed if any such question arises in respect of the chairman, it shall be decided by the directors (other than the chairman) and their ruling is final and conclusive unless the interest has not been fairly disclosed.

APPOINTMENT OF DIRECTORS

21. Methods of appointing directors

- 21 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:
- 21 1 1 by ordinary resolution, or
- 21 1 2 by written notice submitted to the company from a member or members holding a majority of the voting rights in the company (within the meaning of section 1159 and paragraph 2 of Schedule 6 of the Companies Act 2006), or
- 21 1 3 by a decision of the directors.
- 21 2 in any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director. If 2 or more members die in circumstances making it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- 21 3 If the company has only one member, the appointment by the directors of any person willing to act to be a director shall always be subject to the prior approval of that sole member.

22. Termination of director's appointment

A person ceases to be a director as soon as:

- 22 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- 22 2 a bankruptcy order is made against that person,
- 22 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 22 4 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,
- 22 5 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,

- 22 6 notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms,
- 22 7 that person has for more than 6 consecutive months been absent without permission of the directors from directors' meetings held during that period and the directors resolve that that person should cease to be a director, or
- 22 8 the company receives a written notice to such effect from a member or members holding a majority of the voting rights in the company (within the meaning of section 1159 and paragraph 2 of Schedule 6 of the Companies Act 2006).

23. Directors' remuneration

- 23 1 Directors may undertake any services for the company that the directors decide.
- 23 2 Directors are entitled to such remuneration as the directors determine:
- 23 2 1 for their services to the company as directors, and
- 23 2 2 for any other service which they undertake for the company.
- 23 3 Subject to the articles, a director's remuneration may:
- 23 3 1 take any form, and
- 23 3 2 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.
- 23 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 23 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.

24. Directors' expenses

The company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if one has been appointed) properly incur in connection with their attendance at:

- 24 1 meetings of directors or committees of directors,
- 24 2 general meetings, or
- 24 3 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

25. Appointment and removal of alternates

- 25 1 Any director (the "appointor") (other than an alternate director) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 25 1 1 exercise that director's powers, and
- 25 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.

25 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointer, or in any other manner approved by the directors.

25 3 The notice must:

25 3 1 identify the proposed alternate, and

25 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

25 4 If the company has only one member, the appointment of an alternate director shall always be subject to the prior approval of that sole member.

26. Rights and responsibilities of alternate directors

26 1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

26 2 Except as the articles specify otherwise, alternate directors:

26 2 1 are deemed for all purposes to be directors,

26 2 2 are liable for their own acts and omissions,

26 2 3 are subject to the same restrictions as their appointors, and

26 2 4 are not deemed to be agents of or for their appointors.

26 3 A person who is an alternate director but not a director:

26 3 1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

26 3 2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

No alternate may be counted as more than one director for such purposes.

26 4 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.

27. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

27 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

27 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,

27 3 on the death of the alternate's appointor,

27 4 when the alternate's appointor's appointment as a director terminates, or

- 27 5 when the company receives a written notice to such effect from a member or members holding a majority of the voting rights in the company (within the meaning of section 1159 and paragraph 2 of Schedule 6 of the Companies Act 2006).

Part 3

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

28. Notice of general meetings

- 28 1 Notice of general meetings need not be given to members who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the company.
- 28 2 A member present, in person or by proxy, at any general meeting or meeting of the holders of any class of shares shall be deemed to have received the relevant notice of the meeting.
- 28 3 Every person who becomes entitled to a share shall be bound by any notice given in respect of that share which, before his name is entered into the register of members, had been duly given to the person from whom he derived his title.

29. Attendance and speaking at general meetings

- 29 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.
- 29 2 A person is able to exercise the right to vote at a general meeting when:
- 29 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 29 2 2 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.
- 29 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.
- 29 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.
- 29 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.

30. 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.

31. Chairing general meetings

- 31 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 31 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:
- 31 2 1 the directors present, or

31 2 2 (if no directors are present), the meeting,

must appoint a director or member (which may include a proxy or corporate representative) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

31 3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

32. Attendance and speaking by directors and non-members

32 1 Directors may attend and speak at general meetings, whether or not they are members.

32 2 The chairman of the meeting may permit other persons who are not:

32 2 1 members of the company, or

32 2 2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

33. Adjournment

33 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.

33 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

33 2 1 the meeting consents to an adjournment, or

33 2 2 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.

33 3 The chairman of the meeting must adjourn a general meeting If directed to do so by the meeting.

33 4 When adjourning a general meeting, the chairman of the meeting must:

33 4 1 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

33 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

33 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):

33 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and

33 5 2 containing the same information which such notice is required to contain.

33 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

34. Voting: general

- 34 1 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.
- 34 2 At any time when the company has only one member, any decision which may be taken by the company in general meeting may be made by that member and is as valid as if agreed by the company in general meeting Unless such decision is made by way of a written resolution, the sole member shall provide the company with a written record of the decision. Failure to do so will not affect the validity of any such decision and a person dealing with the company is not concerned to inquire whether a written record has been provided to the company in accordance with this article.
- 34 3 The voting entitlements of members are subject to any rights or restrictions attached to the shares held by them, whether or not such rights or restrictions are set out in the articles.

35. Errors and disputes

- 35 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.
- 35 2 Any such objection must be referred to the chairman of the meeting whose decision is final.

36. Poll votes

- 36 1 A poll on a resolution may be demanded:
 - 36 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 36 1 2 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.
- 36 2 A poll may be demanded by:
 - 36 2 1 the chairman of the meeting,
 - 36 2 2 the directors, or
 - 36 2 3 any person having the right to vote on the resolution.
- 36 3 A demand for a poll may be withdrawn if:
 - 36 3 1 the poll has not yet been taken, and
 - 36 3 2 the chairman of the meeting consents to the withdrawal.
- 36 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 36 5 A demand for a poll by a person as proxy for a member shall be the same as a demand by the relevant member.

37. Content of proxy notices

- 37 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 37 1 1 states the name and address of the member appointing the proxy,

- 37 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- 37 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
- 37 1 4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 37 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 37 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.
- 37 4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 37 4 1 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
 - 37 4 2 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.

38. Delivery of proxy notices

- 38 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.
- 38 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.
- 38 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.
- 38 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.

39. Amendments to resolutions

- 39 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 39 1 1 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
 - 39 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 39 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 39 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

39 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

39 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.

APPLICATION OF RULES TO CLASS MEETINGS

40. Class meetings

The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

Part 4

SHARES AND DISTRIBUTIONS

ISSUE OF SHARES

41. Power to increase share capital

The company may increase its share capital by the allotment and issue of new shares, subject to and in accordance with the provisions of the Companies Acts and these articles (and, in particular, to the extent that they apply, Part 6 and Part 8 of these articles).

42. All shares to be fully paid up

- 42 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.
- 42 2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

43. Powers to issue different classes of share

- 43 1 Subject to the articles, but without prejudice to the rights attached to any existing shares, the company may issue further classes of shares with such rights or restrictions as may be determined by ordinary resolution.
- 43 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.
- 43 3 in the event that the rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this article, those rights and restrictions shall apply (in particular, in place of any rights and restrictions that would otherwise apply by virtue of the Companies Act 2006 in the absence of any provisions in a company's articles) as if those rights and restrictions were set out in these articles.

INTERESTS IN SHARES

44. 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.

SHARE CERTIFICATES

45. Share certificates

- 45 1 The company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.
- 45 2 Every certificate must specify:
 - 45 2 1 in respect of how many shares, of what class, it is issued,
 - 45 2 2 the nominal value of those shares,
 - 45 2 3 that the shares are fully paid, and

- 45 2 4 any distinguishing numbers assigned to them.
- 45 3 No certificate may be issued in respect of shares of more than one class.
- 45 4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 45 5 Certificates must:
 - 45 5 1 have affixed to them the company's common seal, or
 - 45 5 2 be otherwise executed in accordance with the Companies Acts.
- 46. Replacement share certificates**
 - 46 1 If a certificate issued in respect of a member's shares is:
 - 46 1 1 damaged or defaced, or
 - 46 1 2 said to be lost, stolen or destroyed,
 that member is entitled to be issued with a replacement certificate in respect of the same shares.
 - 46 2 A member exercising the right to be issued with such a replacement certificate:
 - 46 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 46 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and
 - 46 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

TRANSFER AND TRANSMISSION OF SHARES

- 47. Share transfers**
 - 47 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.
 - 47 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
 - 47 3 The company may retain any instrument of transfer which is registered.
 - 47 4 The transferor remains the holder of a certificated share until the transferee's name is entered in the register of members as holder of it.
 - 47 5 The directors must refuse to register the transfer of a share if, to the extent that they apply, the provisions of Part 7 of these articles have not been complied with the directors must also refuse to register the transfer of a share if required to do so by article 83 2.
- 48. Transmission of shares**
 - 48 1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

48 2 Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

48 3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

48 3 1 may, subject to the articles (including articles 72 and 73), choose either to become the holder of those shares or to have them transferred to another person, and

48 3 2 subject to the articles (including articles 72 and 73), and pending any transfer of the shares to another person, has the same rights as the holder from whom the transmittee derived such entitlement had.

48 4 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the event which gave rise to the transmission, unless they become the holders of those shares.

49. Exercise of transmittees' rights

49 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

49 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

49 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

50. Transmittees bound by prior notices

If a notice is given to a member in respect of shares and a transmittee (or a transferee nominated by such transmittee pursuant to article 48 3) is entitled to those shares, the transmittee (or the transferee) is bound by the notice if it was given to the member before the transmittee's (or transferee's) name has been entered in the register of members.

50A. Purchase of own shares

Subject to the Companies Act 2006 but without prejudice to any other provisions of these Articles, the Company may purchase its own shares with cash up to an amount in any financial year not exceeding the lower of:

50A1 £15,000, and

50A.2 the value of 5% of the Company's share capital.

DIVIDENDS AND OTHER DISTRIBUTIONS

51. Procedure for declaring dividends

51 1 The company may by ordinary resolution declare dividends and the directors may decide to payment dividends.

51 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.

51 3 No dividend may be declared or paid unless it is in accordance with members' respective rights

- 51 4 Unless the members' 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 member's holding of shares on the date of the resolution or decision to declare or pay it.
- 51 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 arrears.
- 51 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.
- 51 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.

52. Payment of dividends and other distributions

- 52 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:
- 52 1 1 transfer to a bank or budding society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- 52 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- 52 1 3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- 52 1 4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 52 2 In the articles, the "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
- 52 2 1 the holder of the share, or
- 52 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or
- 52 2 3 If the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

53. 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:

- 53 1 the terms on which the share was issued, or
- 53 2 the provisions of another agreement between the holder of that share and the company.

54. Unclaimed distributions

- 54 1 All dividends or other sums which are:

54 1 1 payable in respect of shares, and

54 1 2 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.

54 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.

54 3 If:

54 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

54 3 2 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.

55. Non-cash distributions

55 1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution or by a decision 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).

55 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:

55 2 1 fixing the value of any assets,

55 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

55 2 3 vesting any assets in trustees.

56. Waiver of distributions

56 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.

56 2 If:

56 2 1 the share has more than one holder, or

56 2 2 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

57. Authority to capitalise and appropriation of capitalised sums

57 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

- 57 1 1 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
- 57 1 2 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.
- 57 2 Capitalised sums must be applied:
 - 57 2 1 on behalf of the persons entitled, and
 - 57 2 2 in the same proportions as a dividend would have been distributed to them.
- 57 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.
- 57 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.
- 57 5 Subject to the articles the directors may:
 - 57 5 1 apply capitalised sums in accordance with articles 57 3 and 57 4 partly in one way and partly in another,
 - 57 5 2 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
 - 57 5 3 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.

Part 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

58. Means of communication to be used

- 58 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 Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 58 2 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.
- 58 3 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.

ADMINISTRATIVE ARRANGEMENTS

59. Company seals

- 59 1 Any common seal may only be used with the authority of the directors or a committee of the directors authorised by the directors.
- 59 2 The directors may decide by what means and in what form any common seal is to be used.
- 59 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 59 4 For the purposes of this article, an authorised person is:
- 59 4 1 any director of the company,
 - 59 4 2 the company secretary (if any), or
 - 59 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

60. 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 member.

61. 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.

62. Change of name

The company may change its name by resolution of the directors.

DIRECTORS' INDEMNITY AND INSURANCE

63. Indemnity

In this article, the term “final” has the meaning given in sections 234(4) and (5) of the Companies Act 2006 (in relation to indemnities falling within section 234) and the word “finally” will be interpreted accordingly. To the fullest extent permitted by the Companies Acts, but not otherwise, the company will indemnify the directors against:

63 1 any liabilities incurred by a director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any associated company and arising out of the performance or purported performance of his duties as a director of the company or any associated company, except for:

63 1 1 any liability to the company or any associated company,

63 1 2 any liability of a director to pay:

- (i) a fine imposed in criminal proceedings, or
- (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising), and

63 1 3 any liability incurred by a director in:

- (i) the defence of any criminal proceedings where he is finally convicted,
- (ii) the defence of any civil proceedings brought by the company, or any associated company, where final Judgment is given against him, or
- (iii) any application for relief where the court refuses to grant relief to a director and such refusal is final, and

63 2 any other liability incurred by a director as an officer of the company or any associated company.

64. Insurance

The company may purchase and maintain (at the cost of the company) insurance cover for the benefit of every director, former director or alternate director of the company or of any associated company against all or any of the liabilities referred to in article 63.

65. Provision of funds

On the request of a director, the company may, to the extent it considers reasonable and appropriate and at its sole discretion but subject always to the provisions of the Companies Acts:

65 1 provide a director with funds, by way of loan on such terms of repayment as the company thinks fit, to meet expenditure incurred or to be incurred by him:

65 1 1 in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or any associated company,

65 1 2 in connection with any application for relief,

65 2 provide the director with funds to meet expenditure incurred or to be incurred by him in defending himself in any investigation or action by, or against any action proposed to be taken by, a regulatory authority, and

- 65 3 take (or refrain from taking) any action to enable the director to avoid any such expenditure being incurred.

Part 6

SHARE ISSUE PROVISIONS

66. Defined terms

“A Shares”	has the meaning given to it in article 78
“A Shareholder Majority”	has the meaning given to it in article 78
“Adoption Date”	3 June 2014 being the date on which these articles were adopted as the articles of association of the company
“Competitor”	<ul style="list-style-type: none"> (i) any private equity fund, hedge fund, venture capital fund or other collective investment scheme, or (ii) any coal industry strategic investor (including any person whose business involves the extraction, trading or purchasing of coal or the exploration for and / or development of coal resources)
“connected”	has the meaning given in sections 1122 and-1123 of Corporation Tax Act 2010
“Excluded Person”	has the meaning given in article 70
“Fresh Issue”	any allotment, issue, sale or grant of Fresh Issue Shares
“Fresh Issue Shares”	any shares or any rights to subscribe for or to convert into such shares which, in either case, the company proposes to allot or grant (as the case may be) after the Adoption Date, other than Permitted Issue Shares and Permitted Options
“Permitted Issue Shares”	<p>any of:</p> <ul style="list-style-type: none"> (i) any shares allotted and issued pursuant to article 85, (ii) any shares allotted and issued pursuant to the exercise of a Permitted Option, (iii) any shares allotted and issued pursuant to a bonus issue to shareholders pro rata to each person's holding of shares expressed as a proportion of the issued share capital at such time, and / or (iv) any A Shares (as defined in article 78) allotted and issued to an A Shareholder (as defined in article 78) or any other person, in each case pursuant to and in accordance with any shareholders' agreement. Investment agreement or any similar agreement entered into between any person or persons and the company on or prior to the Adoption Date
“Ordinary Shares”	has the meaning given in article 78
“Permitted Option”	any option granted to any person with (subject to article 69 10) the consent of both a Shareholder Majority and an A Shareholder Majority (which may, for the avoidance of doubt

be made at any time in advance of the granting of such option and may be contained in a shareholders' agreement, investment agreement or any similar agreement)

“Shareholder Majority”

members holding a majority of the voting rights conferred by all of the shares (including, for the avoidance of doubt, the A Shares) then in issue

67. Authority to issue shares and disapplication of statutory pre-emption rights

67 1 The directors are authorised, generally and unconditionally, for the purposes of section 551 of the companies Act 2006 to exercise all of the powers of the company:

67 1 1 to allot and issue shares, and / or

67 1 2 to grant rights to subscribe for or to convert any security into such shares,

up to a maximum nominal amount of £350,000. The authority set out in this article is in substitution for all pre-existing authorities under section 551 of the Companies Act 2006 and, unless renewed, revoked or varied in accordance with the Companies Act 2006, shall expire at midnight on the day preceding the fifth anniversary of the Adoption Date, save that the company may before such expiry make an offer or agreement which would or might require the allotment of shares, or the grant of rights to subscribe for or to convert any security into shares, after such expiry.

67 2 in accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to the allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) by the company.

68. Payment of commission

Subject to the provisions of and the powers conferred by the Companies Acts, the company may pay commissions and brokerage on the issue of shares.

69. New share issues and pre-emptive offers of new shares

69 1 The directors may exercise all of the powers of the company to allot, grant or issue Fresh issue Shares, to such persons, at such times and on such terms and conditions as the directors may determine, but only to the extent permitted by the Companies Acts and these articles.

69 2 in addition, the directors may exercise all of the powers of the company to allot and issue Permitted issue Shares and to grant Permitted Options, to such persons, at such times and on such terms and conditions as the directors may determine, but only to the extent permitted by the Companies Acts and these articles.

69 3 No Fresh issue Shares shall be allotted or issued to any person unless the company has offered such Fresh issue Shares to each of its current members (excluding any Excluded Person) at the same price and pro rata to the numbers of shares held by them respectively (as nearly as may be without involving fractions) (his “**Relevant Entitlement**”). The Relevant Entitlement of each member to whom the offer is made shall be increased to take account of the exclusion of any Excluded Persons from the offer.

69 4 If the directors consider that the laws of any jurisdiction would require the company to take any action in connection with the offer of the Fresh issue Shares (including the publication of a prospectus or the registration of the Fresh issue Shares under any relevant laws of such jurisdiction or with any government or regulatory authority), then the directors shall be entitled (acting in their absolute discretion) to devise such other method of offering such Fresh issue Shares which does not require such action to be taken For the avoidance of doubt, such other method may involve:

69 4 1 offering the Fresh issue Shares to a limited number of members selected by such method as the directors shall in their absolute discretion think fit, and / or

69 4 2 excluding any members in any such jurisdiction from the offer.

In any such case, the Relevant Entitlement of each member to whom the offer is made shall be increased to take account of the exclusion of certain members from the offer.

69 5 Such offer shall be in writing and:

69 5 1 shall stipulate the class, number and price of the Fresh issue Shares offered,

69 5 2 shall stipulate a period of time being not less than 14 days or more than 21 days during which it must be accepted in willing or in default will lapse as regards that offeree (the **"Offer Period"**),

69 5 3 shall stipulate that any member who desires to subscribe for a number of Fresh issue Shares in excess of his Relevant Entitlement (such shares being "Excess Fresh issue Shares") shall in his acceptance state how many Excess Fresh issue Shares he wishes to subscribe for, and

69 5 4 may stipulate that any member who:

(i) desires to subscribe for a number of Fresh issue Shares, and

(ii) is also an employee, director or prospective employee or director of any Group member,

shall enter into a Joint election under section 431(1) of the income Tax (Earnings and Pensions) Act 2003.

69 6 At the expiration of the Offer Period, the directors shall allocate the Fresh Issue Shares in the following manner:

69 6 1 to each offeree there shall be allocated his Relevant Entitlement or such lesser number of the Fresh issue Shares for which he may have applied,

69 6 2 If the number of Fresh issue Shares which remain unallocated after the application of article 69 6 1 is less than the aggregate number of Excess Fresh issue Shares for which applications have been made, the unallocated Fresh Issue Shares shall be allocated (as nearly as may be) to each offeree in the proportions which the applications for Excess Fresh issue Shares bear to one another, and

69 6 3 If the number of Fresh issue Shares which remain unallocated equals or is greater than the aggregate number of shares for which applications for Excess Fresh issue Shares have been made, each offeree shall be allocated the number of Excess Fresh issue Shares for which he applied.

69 7 Any entitlement of any shareholder to have any Fresh issue Shares issued to him pursuant to this article 69 shall be satisfied as follows:

69 7 1 If the shareholder only holds A Shares, his entitlement shall be satisfied by the issue to him of A Shares,

69 7 2 If the shareholder only holds Ordinary Shares, his entitlement shall be satisfied by the issue to him of Ordinary Shares, and

69 7 3 if the shareholder holds both A Shares and Ordinary Shares his entitlement shall be satisfied by the issue to him of:

- (i) A Shares in the same proportion as the A Shares he held immediately prior to the issue of the Fresh issue Shares bears to the total number of shares held at that time, and
- (ii) Ordinary Shares in the same proportion as the Ordinary Shares he held immediately prior to the issue of the Fresh issue Shares bears to the total number of shares held at that time.

69 8 If any Fresh issue Shares are not allocated pursuant to article 69 6, such Fresh issue Shares may be offered to any person (other than any member or a Competitor) at no lesser price and otherwise on no more favourable terms as the offer to persons in accordance with the terms of articles 69 3 to 69 5, save that no such Fresh issue Shares may be issued more than three months after the end of the Offer Period unless the procedure in articles 69 3 to 69 5 is repeated in respect of such Fresh issue Shares.

69 9 Except where any Fresh issue Shares are proposed to be issued to holders of any A Shares who (together with any persons connected with any of them) comprise an A Shareholder Majority, any or all of the provisions of this article 69 may be set aside (or otherwise disapplied) by the giving by both a Shareholder Majority and an A Shareholder Majority of written notice to that effect to the company.

69 10 Where any Fresh issue Shares are proposed to be issued to holders of any A Shares who (together with any persons connected with any of them) comprise an A Shareholder Majority, any or all of the provisions of this article 69 may be set aside (or otherwise disapplied) by the giving by both:

69 10 1 an A Shareholder Majority, and

69 10 2 members holding in aggregate at least 75 per cent of the voting rights conferred by the shares (including, for the avoidance of doubt, the A Shares) then in issue,

of written notice to that effect to the company.

69 11 For the avoidance of doubt the disapplication of any or all of the provisions of this article 69 pursuant to articles 69 9 and 69 10 may be made at any time in advance of the allotment and issue of any shares and may be contained in a shareholders' agreement, investment agreement or any similar agreement.

Part 7

SHARE TRANSFER PROVISIONS

70. Defined terms

In this part of the articles, unless the context requires otherwise:

“A Shareholder Majority”	has the meaning given in article 78
“acting in concert”	has the meaning given in the City Code
“Adoption Date”	has the meaning given in article 66
“Auditors”	the auditors of the company from time to time
“Called Shareholder”	all shareholders other than Dragging Shareholders
“Called Shares”	shares which Called Shareholders are required to sell and transfer pursuant to article 77
“City Code”	the City Code on Takeovers and Mergers, as amended from time to time
“Competitor”	has the meaning given in article 66
“Completion”	has the meaning given in article 77 3 2
“Controlling Interest”	an interest in shares (within the meaning of the City Code) conferring in the aggregate more than 50 per cent of the total voting rights conferred by all shares
“Drag Along Notice”	a notice given by Dragging Shareholders in accordance with article 77
“Drag Along Right”	the right conferred upon Dragging Shareholders by article 77
“Dragging Shareholders”	those shareholder(s) who: <ul style="list-style-type: none"> (i) have accepted an Offer (other than a Mandatory Offer) in respect of all of their shares, and (ii) together hold shares carrying not less than 40% of the voting rights attaching to the issued shares which are the subject of that Offer
“Dragging Shareholders Shares”	all of the shares held by the Dragging Shareholders
“Employee Benefit Trust”	a trust established on terms which (and any alterations to the same) have been approved by both a Shareholder Majority and an A Shareholder Majority

“Excluded Person”	for so long as any such notice has not lapsed at the time that the relevant offer is made, any person who has given or is deemed to have given a Transfer Notice in respect of all of his shares,
“Family Trust”	a trust, whether arising under: <ul style="list-style-type: none"> (i) a settlement inter vivos, or (ii) a testamentary disposition by whomsoever made, or (iii) on intestacy, in respect of which no beneficial interest in shares is for the time being vested in any person other than the settlor or a Privileged Relation of the settlor and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees of such trust or the settlor or a Privileged Relation of the settlor
“Independent Expert”	a valuations practitioner in an internationally recognised professional services firm (acting as an expert and not as an arbitrator or adjudicator and, accordingly, the Arbitration Act 1996 or any statutory re-enactment or modification thereof for the time being in force shall not apply)
“Mandatory Offer”	an offer for the entire issued and to be issued share capital not already held by the Mandatory Offeror (or any of them) made in accordance with and containing the information specified by article 76
“Mandatory Offer Consideration”	the consideration to be offered pursuant to a Mandatory Offer (as specified by article 76 5) for each Mandatory Offer Share
“Mandatory Offeror”	the person or persons acting in concert making a Mandatory Offer
“Mandatory Offer Shares”	the shares which are the subject of a Mandatory Offer (other than those shares which gave rise to the requirement to make the relevant Mandatory Offer)
“Market Value”	the price determined in accordance with article 74 6 or, if applicable, article 74 7
“Member of the same Group”	as the case may be: <ul style="list-style-type: none"> (i) as regards any company, a company which is for the time being a subsidiary undertaking or parent undertaking of that company or a subsidiary undertaking of any such parent undertaking, and (ii) as regards any partnership, any member or partner (whether limited or general or otherwise) of that partnership

“Notice Date”	the date on which a Transfer Notice is either given in accordance with article 74 1 or shall be deemed to have been given pursuant to any of the provisions of these articles
“Offer”	<p>Either:</p> <ul style="list-style-type: none"> (i) a Mandatory Offer, or (ii) an offer on bona fide arm's length terms for the entire issued and to be issued share capital of the company not already held by the Offeror (or any of them) in terms of which the aggregate consideration offered will, subject to article 77 10, be paid to the shareholders in accordance with the rights attaching to their respective shares
“Offeror”	the person or persons acting in concert making an Offer
“Permitted Transfer”	a transfer of shares permitted by article 72 1
“Permitted Transferee”	any person who receives shares pursuant to a Permitted Transfer
“Permitted Transferor”	any person who transfers shares pursuant to Permitted Transfer
“Permitted Transfer Share”	<p>any share transferred pursuant to a Permitted Transfer and any other share held by a Permitted Transferee, save for:</p> <ul style="list-style-type: none"> (i) any share which the directors determine was acquired other than by reason (directly or indirectly) of the relevant Permitted Transferee's relationship with the relevant Permitted Transferor, and (ii) any share which the relevant Permitted Transferee acquired other than by reason (directly or indirectly) of exercising a right attaching to a share transferred pursuant to a Permitted Transfer from the relevant Permitted Transferor
“Prescribed Period”	<p>the period during which Sale Shares have to be offered for sale and can be accepted by shareholders or other persons selected or approved by the directors (in accordance with these articles), being the period commencing on:</p> <ul style="list-style-type: none"> (i) the Notice Date, if the Prescribed Price has been agreed by such time, (ii) the date the Prescribed Price is determined by the Auditors, if the price has to be determined by the Auditors in accordance with article 74 6, or

	(iii) if applicable, the date the Prescribed Price is determined by an Independent Expert appointed pursuant to article 74 7 and, in each case, ending 42 days thereafter (as the case may be)
“Prescribed Price”	the price determined in accordance with article 74 5
“Privileged Relation”	in relation to an individual shareholder or deceased or former individual shareholder: <ul style="list-style-type: none"> (i) the husband or wife or the widower or widow or civil partner of such shareholder, and (ii) all the children and lineal descendants in direct line of such shareholder (including, without limitation, any step-child or adopted child)
“Proposing Transferor”	any person proposing or required to transfer any shares, other than pursuant to a transfer permitted by article 72
“Purchaser”	a shareholder or other person willing to acquire any Sale Shares in accordance with article 74
“Sale Shares”	has the meaning given in article 74 1 1
“Shareholder Majority”	has the meaning given in article 66
“Total Transfer Condition”	a Transfer Notice which specifies, in accordance with article 74 1, that the Proposing Transferor is only willing to transfer all (and not some only) of the Sale Shares specified in the Transfer Notice
“Transfer Notice”	a notice given in accordance with article 74 1 that a shareholder desires to transfer all or some of his shares or any such notice which is deemed to have been given pursuant to these articles
“Unsold Sale Shares”	has the meaning given in article 74 12

71. General restrictions on and information relating to transfers of shares

- 71 1 No person will transfer any share and the directors will not register any transfer of any share to a Competitor, save that this restriction will not apply to:
- 71 1 1 If article 76 applies, a transfer of Mandatory Offer Shares pursuant to an acceptance of a Mandatory Offer,
 - 71 1 2 If article 77 applies, a transfer of Dragging Shareholders’ Shares pursuant to an acceptance of an Offer (other than a Mandatory Offer) or a transfer of Called Shares,
 - 71 1 3 a transfer of shares which has received the prior consent in writing of both a Shareholder Majority and an A Shareholder Majority.

- 71 2 Without prejudice (and in addition) to the restriction on transfers of shares set out in article 71 1, no shareholder will transfer any share and the directors will not register any transfer of any share except for.
- 71 2 1 a transfer permitted by article 72, or
- 71 2 2 a transfer made in accordance with the provisions of articles 48, 74, 76 or 77.
- 71 3 The directors may, as a condition to the registration of any transfer of shares, require the transferee:
- 71 3 1 to execute and deliver to the company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the shareholders and the company in such form as the directors may reasonably require (but not so as to oblige the transferee to incur any obligations or liabilities which are greater than those of the proposed transferor under any such agreement or document) and if any such condition is imposed the transfer may not be registered unless such deed has been executed and delivered by the transferee,
- 71 3 2 If article 76 applies, to make a Mandatory Offer, and
- 71 3 3 If he is an employee, director or prospective employee or director of any Group member, to enter into a Joint election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003.
- 71 4 To enable the directors to determine whether or not there has been any transfer of shares in breach of these articles the directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or such other person as the directors may reasonably believe to have information relevant to such purpose, to furnish to the company such information and evidence as the directors may think fit regarding any matter which they deem relevant to such purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares registered in the holder's name. Failing such information or evidence being furnished to enable the directors to determine to their reasonable satisfaction that no such breach has occurred, or if as a result of such information and evidence the directors are reasonably satisfied that such breach has occurred, the directors shall forthwith notify the holder of such shares in writing of that fact whereupon:
- 71 4 1 all the shares shall cease to confer upon the holder thereof (or his proxy or representative) any rights:
- (i) to receive notice of, attend or vote at any general meeting of the company, or
 - (ii) to receive dividends or other distributions, and
- 71 4 2 a Transfer Notice shall be deemed to have been served in respect of such shares.
- 71 5 The rights referred to in article 71 4 1 above may be reinstated by the directors with the written consent of both a Shareholder Majority and an A Shareholder Majority or, if earlier, upon the completion of a transfer of those shares.
- 71 6 If a shareholder purports to transfer a share otherwise than in accordance with these articles, he will be deemed immediately to have served a Transfer Notice in respect of all shares held by him (unless both a Shareholder Majority and an A Shareholder Majority agrees in to waive this provision in respect of the relevant purported transfer in which case the purported transfer will not be registered and no Transfer Notice will be deemed to have been served by the shareholder in question).

72. Permitted transfers of shares

72 1 The following transfers of shares may at any time and from time to time be made without first complying with the provisions of articles 74 and 76:

72 1 1 a transfer of shares by a private equity fund, hedge fund, venture capital fund or other collective investment scheme to another private equity fund, hedge fund, venture capital fund or other collective Investment scheme which is managed by the same person (or by a Member of the Same Group as that person),

72 1 2 a transfer of shares to a Member of the Same Group as the shareholder,

72 1 3 a transfer of shares to a Privileged Relation of such shareholder,

72 1 4 a transfer of shares to trustees of a Family Trust of such shareholder and by the trustees of a Family Trust to any new trustees of or to the beneficiaries of that trust,

72 1 5 a transfer of shares by any person to whom those shares were transferred under any of articles 72 1 1 to 72 1 4 back to the transferor or to any person to whom the transferor could have transferred those shares pursuant to any of articles 72 1 1 to 72 1 4,

72 1 6 a transfer of shares by the legal representative of a deceased shareholder to any person entitled to those shares under the deceased shareholders will or applicable laws as to intestacy, provided that:

(i) the person so entitled to those shares is a Privileged Relation or trustee of a Family Trust of such deceased shareholder, and

(ii) the transfer is made within the period of twelve months following the death of the shareholder in question,

72 1 7 a transfer of shares by the trustees of an Employee Benefit Trust to the new trustees of or to beneficiaries of that trust, and / or

72 1 8 a transfer of shares to any person with the prior consent in writing of both a Shareholder Majority and an A Shareholder Majority.

72 2 In addition, the following transfers of shares may at any time and from time to time be made by any shareholder without first complying with the provisions of article 74:

72 2 1 If article 76 applies, a transfer of Mandatory Offer Shares pursuant to an acceptance of a Mandatory Offer, or

72 2 2 If article 77 applies, a transfer of Dragging Shareholders' Shares pursuant to an acceptance of an Offer (other than a Mandatory Offer) or a transfer of Called Shares.

73. Deemed Transfer Notices

73 1 If a Permitted Transferee pursuant to article 72 1 2 ceases to qualify as a Member of the Same Group as the Permitted Transferor, then such Permitted Transferee:

73 1 1 shall promptly notify the directors in writing, and

73 1 2 may transfer pursuant to article 72 1 5 all of the relevant Permitted Transfer Shares to the relevant Permitted Transferor or, at the relevant Permitted Transferor's election, to another person who would qualify as a Permitted Transferee of the relevant Permitted Transferor. In the event that such transfer has not been completed within the period of 28 days commencing on the date on which the relevant Permitted Transferee so ceased to qualify, then:

- (i) a Transfer Notice shall be deemed to have been given in respect of any relevant Permitted Transfer Shares which have not been so transferred, and
- (ii) such remaining relevant Permitted Transfer Shares may not be transferred pursuant to article 72.

73 2 If a Permitted Transferee pursuant to article 72 1 3 or 72 1 4 ceases to qualify as a Privileged Relation (whether by divorce or otherwise) or Family Trust of the relevant Permitted Transferor (as the case may be), then such Permitted Transferee:

73 2 1 shall promptly notify the directors in writing, and

73 2 2 may transfer pursuant to article 72 1 5 all of the relevant Permitted Transfer Shares to the relevant Permitted Transferor or, at the relevant Permitted Transferor's election, to a another person who qualifies as a Permitted Transferee of the relevant Permitted Transferor in the event that such transfer has not been completed within the period of 28 days commencing on the date on which the relevant Permitted Transferee so ceased to qualify, then:

- (i) a Transfer Notice shall be deemed to have been given in respect of any relevant Permitted Transfer Shares which have not been so transferred, and
- (ii) such remaining relevant Permitted Transfer Shares may not be transferred pursuant to Article 72.

73 3 A Transfer Notice shall be deemed to have been given:

73 3 1 subject to article 73 5, by any shareholder, which is a body corporate, that suffers a change in control (within the meaning of section 1124 of the Corporation Tax Act 2010) following which it is controlled by a Competitor in this case, the Transfer Notice shall be deemed to have been given on the occurrence of the relevant change in control,

73 3 2 by the legal representative of a deceased shareholder in the event that any share remains registered in the name of that deceased shareholder at the expiry of the period referred to in article 72 1 6 in this case, the Transfer Notice shall be deemed to have been given on the expiry of that period and shall be in respect of all shares registered in the name of that deceased shareholder at such time,

73 3 3 in respect of any shares registered in the name of a deceased shareholder in the event that he / she has no legal representative at the expiry of the period referred to in article 72 1 6 in this case, the Transfer Notice shall be deemed to have been given on the expiry of that period and shall be in respect of all shares registered in the name of that deceased shareholder at such time,

73 3 4 by the liquidator or administrator or receiver of any shareholder who becomes insolvent in this case, the Transfer Notice shall be deemed to have been given on the date of appointment of the liquidator or administrator or receiver (as the case may be) and shall be in respect of all shares held by the insolvent shareholder, and

73 3 5 by the trustee in bankruptcy of any shareholder who becomes bankrupt in this case, the Transfer Notice shall be deemed to have been given on the date of the making of the bankruptcy order and shall be in respect of all shares held by the bankrupt shareholder.

73 4 Notwithstanding any other provision of these articles, any person deemed to have served a Transfer Notice pursuant to this article shall not have any rights to receive notice of, attend or vote at any general meeting of the company, provided always that such restrictions shall cease to apply to the relevant shares upon the completion of a transfer of those shares to a party who is not a Permitted Transferee of the relevant transferor.

73 5 Article 73 3 1 shall not apply to any change of control of EMR Capital Resources Fund 1, L P (“**EMR**”) or any private equity fund, hedge fund, venture capital fund or other collective investment scheme which is managed by the same person as EMR (or by a Member of the Same Group as that person).

73 6 Without prejudice to article 73 5, any or all of the provisions of this article may be set aside (or otherwise disapplied) by the giving by both a Shareholder Majority and an A Shareholder Majority of written notice to that effect to the company.

74. Procedure to be followed in respect of pre-emptive offers to transfer Shares

74 1 A Proposing Transferor shall be required before effecting, or purporting to effect, a transfer of shares, to give a Transfer Notice to the company The Transfer Notice shall:

74 1 1 state the number and class of the shares which he intends to transfer (the “**Sale Shares**”),

74 1 2 state the identity of the person (if known) to whom he wishes to transfer the Sale Shares and (if known) the Prescribed Price (as determined in accordance with article 74 5),

74 1 3 state whether or not the Transfer Notice is subject to a Total Transfer Condition (in the absence of any such stipulation it will be deemed not to be subject to such a condition), and

74 1 4 include such other details of the proposed transfer as the directors may in their absolute discretion determine.

74 2 The Transfer Notice once given may not be amended or withdrawn without the consent of the directors A Transfer Notice deemed to have been given may not be amended or withdrawn.

74 3 Notwithstanding the other provisions of this article 74, if the Transfer Notice contains a Total Transfer Condition the company may not make any allocation of Sale Shares unless and until it has found buyers for all of the Sale Shares specified in the Transfer Notice.

74 4 A Transfer Notice (or a deemed Transfer Notice) shall constitute the company as the Proposing Transferor's agent for the sale of the legal title to, and entire beneficial interest in, the Sale Shares and all rights attached to the Sale Shares, at the Prescribed Price during the Prescribed Period to any shareholder on the basis set out in the following provisions of these Articles.

74 5 The Prescribed Price shall be whichever is applicable of:

74 5 1 If the Transfer Notice has been deemed to have been given pursuant to article 73 3 1, the nominal value of each Sale Share,

74 5 2 the cash price per Sale Share agreed not more than one month before the Notice Date between the Proposing Transferor and the directors as representing the market value of the Sale Shares (less the amount per Sale Share of any dividend or other distribution declared or made after such agreement and prior to the date on which the Transfer Notice was given),

74 5 3 if no such agreement referred to in article 74 5 1 was reached before the Notice Date, the cash price contained in a *bona fide* offer received from an arm's length third party by the Proposing Transferor not more than one month before the Notice Date and which remains open for acceptance in respect of the Sale Shares until at least seven days after the last date for compliance with the pre-emption provisions contained in this article 74 (but subject to the right of the directors to satisfy themselves that such offer is *bona fide*, for the consideration stated in the offer without any deduction, rebate or allowance whatsoever to the purchaser or other arrangement or agreement and so open for acceptance) if the cash price offered by the third party is an alternative (or an addition) to non-cash consideration which is also offered, then this article shall not

apply to determine the Prescribed Price and article 74 5 4 shall apply for that purpose, or

74 5 4 if articles 74 5 1 to 74 5 3 do not apply, the cash price determined in accordance with article 74 6 by the Auditors or, if article 74 7 applies, by an Independent Expert appointed pursuant to article 74 7.

74 6 If the price is to be determined by the Auditors following the giving of the Transfer Notice, the directors shall refer the matter to the Auditors and the Auditors shall determine and certify to the directors the amount which represents in their opinion the fair market value (the “**Market Value**”) of each Sale Share as at the Notice Date. In determining such amount:

74 6 1 it shall be assumed that the sale is between a willing buyer and a willing seller by arm’s length private treaty for cash payable on completion,

74 6 2 no addition or subtraction of any premium or discount arising in relation to the size of the holdings to be valued shall be applied, and

74 6 3 no addition or subtraction of any premium or discount arising in relation to any restrictions on the transferability of the sale Shares shall be applied,

but the Auditors shall otherwise have regard to such criteria as they shall regard as appropriate for the purpose. In so reporting, the Auditors shall be considered to be acting as experts and not as arbitrators or adjudicators and, accordingly, the Arbitration Act 1996 or any statutory re-enactment or modification thereof for the time being in force shall not apply. The company will pay all costs of obtaining the Auditors’ report.

74 7 If either the Auditors decline to act in respect of any such referral or the Proposing Transferor disputes the Auditors’ determination of the Market Value, the matter will be determined by an Independent Expert (nominated by agreement between the Proposing Transferor and the directors or, in the event of disagreement as to nomination, by the President for the time being of the Institute of Chartered Accountants of England and Wales) Such Independent Expert shall be engaged by the company and shall act in accordance with the guidelines prescribed in article 74 6 in so reporting, the Independent Expert shall be considered to be acting as an expert and not as an arbitrator or adjudicator and, accordingly, the Arbitration Act 1996 or any statutory re-enactment or modification thereof for the time being in force shall not apply. The company will pay all costs of obtaining the Independent Expert’s report, save where:

74 7 1 the Proposing Transferor disputed the Auditors’ determination of Market Value, and

74 7 2 the Market Value determined by the Independent Expert is either less than or not more than 5% higher than the Auditors’ determination of Market Value,

in which case the Proposing Transferor shall reimburse the company the costs of obtaining such Independent Expert’s report and the directors may resolve not to register any transfer of Shares by the Proposing Transferor until the company is so reimbursed. The report of such Independent Expert shall be final and binding except in the case of fraud or manifest error.

74 8 All sale Shares shall be offered by written notice by the company promptly following the commencement of the Prescribed Period to each shareholder, other than an Excluded Person, for purchase at the Prescribed Price on a pan passu basis and pro rata according to the numbers of shares held by them respectively (as nearly as may be without involving fractions) (his “**Proportionate Entitlement**”). The Proportionate Entitlement of each member to whom the offer is made shall be increased to take account of the exclusion of any Excluded Persons from the offer if the directors consider that the laws of any jurisdiction would require the company to take any action in connection with the offer of the Sale Shares (including the publication of a prospectus or the registration of the Sale Shares under any relevant laws of such jurisdiction or with any government or regulatory authority), then the directors shall be entitled (acting in their absolute discretion) to devise such other method of offering such Sale

Shares which does not require such action to be taken For the avoidance of doubt, such other method may involve:

74 8 1 offering the Sale Shares to a limited number of such shareholders selected by such method as the directors shall in their discretion think fit, and / or

74 8 2 excluding any members in any such jurisdiction from the offer.

In any such case, the Proportionate Entitlement of each member to whom the offer is made shall be increased to take account of the exclusion of certain members from the offer.

74 9 Each such offer shall stipulate:

74 9 1 a period of time being not less than 14 days or more than 21 days during which it must be accepted in writing or in default will lapse as regards that offeree, and

74 9 2 that any shareholder who desires to purchase Sale Shares in excess of his Proportionate Entitlement (such shares being "**Excess Sale Shares**") shall in his acceptance state how many Excess Sale Shares he wishes to purchase.

74 10 At the expiration of any offer made pursuant to article 74 9, if Purchasers have been found for all of the sale Shares or, unless the Transfer Notice contained a Total Transfer Condition, any of the Share Shares pursuant to that offer, the directors shall allocate those sale Shares in the following manner:

74 10 1 to each Purchaser there shall be allocated his Proportionate Entitlement or such lesser number of the Sale Shares for which he may have applied,

74 10 2 if the number of Sale Shares which remain unallocated after the application of article 74 10 1 is less than the aggregate number of Excess Sale Shares for which applications have been made, the unallocated Sale Shares shall be allocated (as nearly as may be) to each Purchaser in the proportions which the applications for Excess Sale Shares bear to one another, and

74 10 3 if the number of Sale Shares which remain unallocated equals or is greater than the aggregate number of Shares for which applications for Excess Sale Shares have been made, each Purchaser who has applied for Excess Sale Shares shall be allocated the number of Excess Sale Shares for which he applied.

74 11 Within seven days of the share allocations under article 74 10 being made, the company shall notify the Proposing Transferor and all Purchasers of the details of the acceptances and applications which have been made and of the allocations made as between Purchasers under this article 74 and the following provisions shall apply:

74 11 1 Each Purchaser shall be bound by the terms of any acceptance and application made by him to purchase in accordance with this article such number of Sale Shares as are specified therein at the Prescribed Price.

74 11 2 The Proposing Transferor shall be bound, upon payment of the Prescribed Price, to transfer the Sale Shares, which have been allocated pursuant to this article 74, to the relevant Purchasers determined in accordance with this article 74 fully paid with full title guarantee free from any lien, charge or other encumbrance or third party right if, after becoming so bound, the Proposing Transferor makes default in transferring any of the Sale Shares, the company may receive the purchase money and the Proposing Transferor shall be deemed to have appointed any one director or the secretary of the company as his agent to execute a transfer of Sale Shares to the Purchaser and upon execution of such transfer the company shall hold the purchase money in trust for the Proposing Transferor The receipt of the company for the purchase money shall be a good discharge to each Purchaser and, after his name has been entered in the register of members of the company, no person shall question the validity of the proceedings.

It shall be no Impediment to registration of shares under this article that no share certificate (or lost share certificate indemnity) has been produced.

- 74 12 At the expiration of any offer made pursuant to article 74 9, if Purchasers have not been found for all of the Sale Shares or, if the Transfer Notice did not contain a Total Transfer Condition, some of the Sale Shares (the unsold Sale Shares being “**Unsold Sale Shares**”), the Proposing Transferor shall at any time during a period of 90 days commencing on the day after the end of the Prescribed Period be entitled to transfer the Unsold Sale Shares to any person named in the Transfer Notice (or where no person was named in the Transfer Notice, to any person) by way of a *bona fide* sale on arm’s length terms at any cash price which is not less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) Any such sale is to be conditional upon:
- (a) if applicable, compliance with the provisions of articles 71, 75 and 76,
 - (b) if the Transfer Notice contained a Total Transfer Condition, all the Unsold Sale Shares being included in the sale,
 - (c) the directors being satisfied that the Unsold Sale Shares are being transferred under this article pursuant to a sale on *bona fide* arm’s length terms for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the proposed purchaser, and
 - (d) the prior written consent of a Shareholder Majority and an A Shareholder Majority to the proposed purchaser being obtained where the Unsold Sale Shares are the subject of a deemed Transfer Notice.
- 74 13 If any of the conditions set out in article 74 12 are not fulfilled, then the directors may refuse to register the instrument of transfer or impose further conditions to be fulfilled by the Proposing Transferor before doing so.
- 74 14 Immediately following the completion of the operation of the provisions of articles 74 1 to 74 12, the relevant Transfer Notice shall lapse.
- 74 15 Any or all of the provisions of this article 74 may be set aside (or otherwise disapplied) by the giving by both a Shareholder Majority and an A Shareholder Majority of written notice to that effect to the company.

75. Reclassification of A Shares following a pre-emptive acquisition

If any A Shares are transferred pursuant to article 74 to any Purchaser who, immediately prior to the transfer, is a shareholder holding only Ordinary Shares, those A Shares shall automatically and immediately be reclassified as Ordinary Shares upon registration of the transfer.

76. Mandatory Offers

- 76 1 This article 76 applies (following the conclusion of the pre-emptive procedure set out in article 74) to all proposed transfers of Unsold Sale Shares which if made or registered would result in a Controlling Interest being obtained by any person or persons acting in concert (the “**Mandatory Offeror**”) and no transfer of such shares shall be registered unless the following provisions of this article have first been observed.
- 76 2 This article 76 does not apply:
- 76 2 1 (for the avoidance of doubt) to any Permitted Transfers or any transfers of Dragging Shareholders’ Shares or of Called Shares (in respect of which article 77 applies), or
 - 76 2 2 to the acquisition of a Controlling Interest by EMR Capital Resources Fund 1, LP (“**EMR**”) or any private equity fund, hedge fund, venture capital fund or other collective

investment scheme which is managed by the same person as EMR (or by a Member of the Same Group as that person).

76 3 No transfer of shares to which this article 76 applies shall be made or registered unless either:

76 3 1 this article 76 has been disapplied and such transfer has been approved, in each case by notice in writing by both a Shareholder Majority and an A Shareholder Majority to the company, or

76 3 2 the Mandatory Offeror has made a Mandatory Offer.

76 4 Any Mandatory Offer must be made on bona fide arm's length terms and must:

76 4 1 extend to the entire issued (and to be issued pursuant to outstanding options, warrants or other convertible securities exercisable or which will become exercisable as a result of the Controlling Interest being obtained) share capital of the company (other than that already held by the Mandatory Offeror (or any of them)),

76 4 2 be unconditional in all respects,

76 4 3 be open for acceptance for a period of not less than:

- (i) 14 days prior to the expected date of registration of the transfer of shares to which this article applies, and
- (ii) 21 days after such date of registration (or such longer period as may reasonably be required to enable the holders of outstanding options, warrants or other convertible securities exercisable or which will become exercisable as a result of the Controlling Interest being obtained to exercise their rights and accept the Mandatory Offer),

76 4 4 Specify:

- (i) the name(s) and address(es) of the Mandatory Offeror (or of each of them),
- (ii) the interests in the share capital of the company held by the Mandatory Offeror (or of each of them),
- (iii) the address to which acceptances of the Mandatory Offer should be sent or delivered,
- (iv) the date on which the Mandatory Offer will close,
- (v) the consideration (if any) paid by the Mandatory Offeror for shares during the period of 12 months preceding the date of the Mandatory Offer, and
- (vi) the aggregate amount of the Mandatory Offer Consideration and, if known, the amount of the Mandatory Offer Consideration per share (or, where there is more than one class of share, per share of each class),

76 4 5 confirm that:

- (i) the Mandatory Offer is being made on bona fide arm's length terms,
- (ii) the Mandatory Offer Consideration will be paid to accepting shareholders in accordance with the rights attaching to their respective shares, and
- (iii) each Mandatory Offeror accepts responsibility for the information contained in the Mandatory Offer documentation.

76 5 The Mandatory Offer Consideration must comprise a consideration (in cash or otherwise) for each Mandatory Offer Share which is at least equivalent to the aggregate of:

76 5 1 the value of each issued (and to be issued) share in the company implied by the consideration (in cash or otherwise):

- (i) offered by the Mandatory Offeror (or any of them) to the Proposing Transferor (or his nominees) for his shares, or
- (ii) if higher, paid or payable by the Mandatory Offeror (or any of them) for any shares during the period of 12 months preceding the date of the Mandatory Offer, and

76 5 2 the higher of either:

- (i) the amount of any consideration (in cash or otherwise) received or receivable by the Proposing Transferor (or his nominees), which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price payable for his shares, or
- (ii) the amount of any consideration (in cash or otherwise) paid or payable by the Mandatory Offeror (or any of them) during the period of 12 months preceding the date of the Mandatory Offer, which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for shares acquired by the Mandatory Offeror (or any of them),

In each case divided by the aggregate number of shares proposed to be acquired by the Mandatory Offeror from the Proposing Transferor (or his nominees).

76 6 In the event of any dispute as to the calculation of the Mandatory Offer Consideration (or of accepting shareholders' respective entitlements to it), the directors shall refer the matter to the Auditors (or, if the Auditors refuse to act, to an Independent Expert nominated by the directors and engaged by the company) and the Auditors / Independent Expert shall determine and certify to the directors the amount which represents in their opinion the amount of the Mandatory Offer Consideration (or accepting shareholders' respective entitlements to it) in so reporting, the Auditors / Independent Expert shall be considered to be acting as experts and not as arbitrators or adjudicators and, accordingly, the Arbitration Act 1996 or any statutory re-enactment or modification thereof for the time being in force shall not apply. The report of the Auditors / Independent Expert shall be final and binding except in the case of fraud or manifest error. The company will pay all costs of obtaining the Auditors' / Independent Expert's report. The elapsing of the period referred to in article 76 4 3 for acceptance of the Mandatory Offer shall be suspended pending the certification by the Auditors / Independent Expert.

76 7 The foregoing provisions of this article 76 are additional to the rights conferred upon shareholders by section 983 of the Companies Act 2006.

77. Rights to drag non-accepting shareholders along in a sale

77 1 All or any of the provisions of this article 77 may be disapplied in writing by an A Shareholder Majority at any time after receipt by the company of a Drag Along Notice. Such a disapplication shall be made by the A Shareholders comprising an A Shareholder Majority giving notice to that effect to the company upon receipt, the company shall send a copy of such notice to the Dragging Shareholders and the other Called Shareholders.

77 2 Subject to article 77 1, Dragging Shareholders shall have the right to require all Called Shareholders to:

77 2 1 accept the Offer that the Dragging Shareholders have accepted, and

- 77 2 2 sell and transfer all of their shares to the Offeror (or as the Offeror may direct) in acceptance of that Offer.
- 77 3 The Drag Along Right shall be exercisable by the Dragging Shareholders giving notice to that effect to the company The Drag Along Notice shall be signed by or on behalf of each Dragging Shareholder and shall specify:
- 77 3 1 that the Drag Along Right is being exercised, and
- 77 3 2 the proposed place, date and time for the completion of the purchase of the Called Shares ("**Completion**"), which may not be earlier than the date and time for the completion of the purchase of the Dragging Shareholders' Shares by the Offeror.
- A copy of the relevant Offer shall be attached to the Drag Along Notice.
- 77 4 Following receipt by the company of the Drag Along Notice, no shareholder shall be entitled to transfer his shares to any person other than the Offeror (or as the Offeror may direct), without obtaining prior written consent of the Offeror This restriction on transfers shall cease to apply in the event that the relevant Drag Along Notice lapses.
- 77 5 Drag Along Nonces shall be irrevocable but will lapse:
- 77 5 1 if the sale of the Dragging Shareholders' Shares to the Offeror does not complete either
- (i) due to the expiry or non-fulfilment of any of the conditions of the Offer (unless such conditions have been waived), or
 - (ii) if there are no such conditions, within 90 days after the date of service of the Drag Along Notice,
- and in either such case, the Dragging Shareholders shall be entitled to serve further Drag Along Notices no earlier than seven days following the lapse of the relevant Drag Along Notice, or
- 77 5 2 if notices are issued under section 979 of the Companies Act 2006 in respect of all the shares held by the Called Shareholders.
- 77 6 The directors shall promptly following delivery of a Drag Along Notice under article 77 3 send a copy of the Drag Along Notice (together with a copy of the relevant Offer) to each Called Shareholder.
- 77 7 On or before Completion, each Called Shareholder shall deliver:
- 77 7 1 a form of acceptance in respect of the relevant Offer, and
- 77 7 2 duly executed stock transfer form(s) in respect of the Called Shares he holds, together with the relevant share certificate(s) (or a lost share certificate Indemnity in respect thereof in a form satisfactory to the directors) to the company.
- 77 8 Upon any person, following the issue of a Drag Along Notice, becoming a shareholder of the company pursuant to the exercise of an option or warrant or other convertible security (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall be bound to sell and transfer all such shares acquired by him to the Offeror, or as the Offeror may direct, and the provisions of this article 77 shall apply, with the necessary changes, to the New Shareholder, save that if Completion has already taken place, then completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed to have been served on the New Shareholder.

77 9 If any Called Shareholder does not, on or before Completion, execute a form of acceptance of the relevant Offer and transfer(s) in respect of all the Called Shares held by him, then such defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Dragging Shareholders to be his agent to execute and deliver all such documentation on his behalf and against receipt by the company (on trust for such Called Shareholder) of the purchase monies or any other consideration payable (without there being any duty to deposit the same in an interest bearing account) for the Called Shares deliver such documentation to the Offeror (or as he may direct) and, subject to stamping, the directors shall forthwith register the Offeror (or as he may direct) as the holder thereof and, after the Offeror (or as he may direct) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person it shall be no impediment to registration of shares under this article that no share certificate (or lost share certificate indemnity) has been produced.

77 10 Subject to article 77 11, the following variations in the terms and conditions of an Offer (other than a Mandatory Offer, the terms of which are specified in article 76) shall be permitted:

77 10 1 deferred, contingent or variable consideration may be offered to certain shareholders but not to others,

77 10 2 certain shareholders may be required to:

- (i) provide different representations, warranties and indemnities (or no representations, warranties and indemnities),
- (ii) give such non-competition and non-solicitation undertakings and / or covenants as are customarily granted in the context of the sale of a private company, and / or
- (iii) retain part of the consideration for the sale of their shares in an escrow account (or a similar retention mechanism), and
- (iv) the offer may provide that the consideration be paid otherwise than in cash (the "Rollover Alternative") and any shareholders who would not be capable of accepting the Rollover Alternative without the Offeror being required to take action (including, if the consideration comprises any debt or equity securities, the publication of a prospectus or the registration of the securities with any government or regulatory authority) in connection with the Rollover Alternative by virtue of applicable laws may be excluded from accepting it in any such case, the Offeror will provide an opinion from legal counsel, which is addressed to the Company and which confirms that applicable laws require such action to be taken in respect of the relevant shareholders.

77 11 Save as provided in this article, the terms and conditions offered to a Called Shareholder shall be no less favourable than those offered to the Dragging Shareholders The terms and conditions of an Offer (other than a Mandatory Offer, the terms of which are specified in article 76).

77 11 1 shall not require any A Shareholder who is a Called Shareholder to:

- (i) give any representations, warranties or indemnities, other than severally in respect of:
 - (a) its own capacity to accept the Offer, and
 - (b) its title to its shares, or
- (ii) give any undertakings or covenants, and

77 11 2 may require Called Shareholders who are executive directors or senior managers (or Permitted Transferees of any of them) of the Group to:

- (i) give such representations and warranties as are customarily granted in the context of the sale of a private company, and
- (ii) give undertakings (including non-competition and non-solicitation undertakings and / or covenants) as are customarily entered into in the context of the sale of a private company.

77 12 In the event of any dispute as to whether the terms and conditions offered to the Called Shareholders are less favourable than those offered to the Dragging Shareholders, the directors shall refer the matter to the Auditors (or, if the Auditors refuse to act, to an Independent Expert nominated by the directors and engaged by the company) and the Auditors / Independent Expert shall determine and certify to the directors whether or not the terms and conditions offered to the Called Shareholders are less favourable. In so reporting, the Auditors / Independent Expert shall be considered to be acting as experts and not as arbitrators or adjudicators and, accordingly, the Arbitration Act 1996 or any statutory re- enactment or modification thereof for the time being in force shall not apply. The report of the Auditors / Independent Expert shall be final and binding except in the case of fraud or manifest error. The company will pay all costs of obtaining the Auditors' / Independent Expert's report. Completion shall be suspended pending the certification by the Auditors / Independent Expert.

77 13 An Offeror who has acquired Dragging Shareholders' Shares pursuant to the acceptance of an Offer may exercise or enforce the rights conferred upon the Dragging Shareholders by this article 77 irrespective of any steps taken previously by the Dragging Shareholders to exercise those rights. In such a case, the references in this article 77 to the Dragging Shareholders shall be to the Offeror.

Part 8

SHARE CAPITAL

78. Defined terms

In this part of the articles, unless the context requires otherwise

“Adoption Date”	has the meaning given in article 66
“Arrears”	in relation to any share, all accruals, deficiencies and arrears of- any dividend or other monies payable in respect of or otherwise in relation to such share, whether or not earned or declared and irrespective of whether or not the company has had at any time sufficient distributable profits to pay such dividend or other monies together with all interest and other amounts payable thereon
“as converted basis”	on such basis as if all of the A Shares had been converted into Ordinary Shares in accordance with these articles
“A Shareholder”	a member holding one or more A Shares
“A Shareholder Director”	a director appointed pursuant to article 64
“A Shareholder Majority”	members holding a majority of the voting rights conferred by the A Shares then in issue
“A Shares”	‘A’ ordinary shares of £0.00000147 pence each in the capital of the company having the rights and restrictions set out in these articles
“Asset Sale”	disposal of all or substantially all of the undertaking and/or assets of the Group
“Auditors”	has the meaning given in article 70
“Controlling Interest”	has the meaning given in article 70
“Conversion Rate”	has the meaning given in article 85 2
“Fresh Issue”	has the meaning given in article 66
“Fresh Issue Shares”	has the meaning given in article 66
“Group”	has the meaning given in article 1 1
“Group member”	has the meaning given in article 1 1
“Independent Expert”	has the meaning given in article 70
“Listing”	as the case may be: <ul style="list-style-type: none"> (i) the admission of any shares to trading on the London Stock Exchange’s market for listed securities becoming effective, or

- (ii) the grant of permission for the dealing in any shares on any other securities market (including AIM, a share dealing market of the London Stock Exchange) operated by a recognised investment exchange (within the meaning of the Financial Services and Markets Act 2000),

in either case, whether effected by way of an offer or sale, a new issue of shares, an introduction, a placing or otherwise

“Ordinary Shareholder”

a member holding one or more Ordinary Shares

“Ordinary Shares”

ordinary shares of £0.00000147 pence each in the capital of the company having the rights and restrictions set out in these articles

“Realisation Event”

each of:

- (i) an Asset Sale, or
- (ii) a Listing, or
- (iii) a return of capital (including share premium account or merger reserve or other capital reserve) of the company, or
- (iv) a Sale, merger or comparable transaction in which the company is not the surviving entity

“Sale”

the sale of any shares to any person resulting in that person together with any person acting in concert with such person obtaining a Controlling Interest

79. Share capital and variation of class rights

79 1 The share capital of the company as at the Adoption Date comprises Ordinary Shares and A Shares.

79 2 The Ordinary Shares and A Shares are separate classes of share.

79 3 The rights attaching to the Ordinary Shares as a class may be varied or abrogated either:

79 3 1 with the consent in writing of members holding a majority of the voting rights (within the meaning of section 1159 and paragraph 2 of Schedule 6 of the Companies Act 2006) conferred by the Ordinary Shares then in issue, or

79 3 2 by an ordinary resolution passed at a separate general meeting of the holders of that class.

79 4 The rights conferred upon the holders of Ordinary Shares shall not be and shall be deemed not to be varied or abrogated by:

79 4 1 the creation or issue of further shares (whether ranking in priority to, behind or *pari passu* with the Ordinary Shares) and any alteration made to these articles to

incorporate the rights attaching to any such further shares shall not be and shall be deemed not to be a variation of the rights attaching to the Ordinary Shares,

79 4 2 the purchase or redemption by the company of any shares, or

79 4 3 the issue of any A Shares to any shareholder as a bonus or capitalisation issue.

79 5 The rights attaching to the A Shares as a class may be varied or abrogated only with the written consent of an A Shareholder Majority in exercising his discretion as to whether or not to consent to a particular matter, each holder of A Shares may have regard solely to his own respective interests and may disregard the interests of the other holders of A Shares and what may be in the interest of the A Share class as a whole.

79 6 The rights attaching to the A Shares shall be deemed to be varied by any Group member effecting or proposing any of the matters referred to in Part B (A Shareholder Majority Consent Matters) of the schedule to these articles.

79 7 The Company shall not (and shall procure that each other Group member shall not) effect or propose any of the matters referred to in Part C (Shareholder Majority Consent Matters) of the Schedule to these articles without the written consent of a Shareholder Majority.

80. Rights to vote

80 1 Subject to any special restrictions in respect of the receipt of notice of, attendance and voting at any general meeting, which attach to any shares by or in accordance with these articles (including, in particular, in accordance with articles 71 4 and 84), shares shall carry rights to receive notice of, attend and vote at general meetings in accordance with this article 80.

80 2 Each A Share and each Ordinary Share shall entitle its holder to receive notice of, attend and vote at any general meeting of the company.

80 3 On a vote on a resolution on a show of hands at a meeting:

80 3 1 every member present in person shall have one vote, and

80 3 2 subject to the following provisions of this article 80 3 2, every proxy present who has been duly appointed by one or more members shall have one vote. If however a proxy has been duly appointed by more than one member and the proxy has been instructed by one or more of those members to vote for the resolution and by one or more of those members to vote against it, then the proxy shall have one vote for and one vote against the resolution.

80 4 On a poll:

80 4 1 every Ordinary Shareholder present in person or by proxy shall have one vote for each Ordinary Share of which he is the holder, and

80 4 2 every A Shareholder present in person or by proxy shall have such number of votes as is equal to the number of Ordinary Shares that would be held by him if each A Share held by him was to be converted immediately prior to the poll in question.

81. Rights to Income

81 1 The Ordinary Shares and A Shares entitle their holders to participate many dividend declared or paid pro rata according to the numbers of such shares held or deemed to be held by them respectively. For the purpose of calculating the pro rata entitlements of members, all the A Shares shall be deemed to have been converted into Ordinary Shares immediately before the record date in respect of the relevant dividend and the holders of A Shares shall participate in any such dividend payment on an as converted basis.

- 81 2 The company shall procure that each other Group member that has profits available for distribution shall declare and pay to the company from time to time such dividends as the relevant Group member may lawfully declare and pay, provided that the amount of any such dividend shall not result in the relevant Group member having insufficient working capital for its then present requirements, that is for the period of 12 months following the date of payment of the relevant dividend.

82. Rights on a winding up/ return of capital

On any winding up or reduction of capital, any assets of the company remaining after the payment of its liabilities shall be paid to the holders of Ordinary Shares and A Shares pro rata according to the numbers of such shares held by them respectively. For the purpose of calculating the pro rata entitlements of members, all the A Shares shall be deemed to have been converted into Ordinary Shares immediately before the record date in respect of the relevant payment and the holders of A Shares shall participate in any such payment on an as converted basis.

83. Rights on exit

- 83 1 in the event of an Asset Sale, the proceeds of such sale remaining following settlement of the company's liabilities shall be distributed to the members (to the extent that it is lawful to do so) in the order of priority set out in article 82 if it is not possible to distribute all such proceeds without winding up the company, then the members shall take all such steps as may be necessary to wind up the company and distribute the proceeds in the manner set out in article 82.
- 83 2 in the event of a Sale, the shareholders who sell shares (irrespective of class) in such a Sale shall be entitled to share and shall share in the proceeds of such Sale as if the same had been distributed to those shareholders in the manner set out in article 82. The directors shall refuse to register any transfer of any such shares (Irrespective of class) unless the sale proceeds are so distributed on the completion of the sale, provided that if the sale proceeds are not settled in their entirety on or before completion of the Sale then:
- 83 2 1 the directors shall not be prohibited from registering any such transfer so long as any sale proceeds that are settled on or before completion of the Sale have been shared as if the same had been distributed to the relevant shareholders in the manner set out in article 82, and
- 83 2 2 the relevant shareholders shall take any action reasonably required by any of them to ensure that the Sale proceeds are shared in their entirety as if the same had been distributed to the relevant shareholders in the manner set out in article 82.

84. Rights to board representation

- 84 1 Until the date that the voting rights conferred by the A Shares in issue first comprise a majority of the voting rights of all shares then in issue (the "**A Majority Date**"), an A Shareholder Majority may by notice in writing to the Company.
- 84 1 1 appoint and maintain in office such numbers of persons who are willing to act as directors as will amount to half of the directors of the Company, and
- 84 1 2 remove any such person so appointed and appoint another person in this place.
- 84 2 Notwithstanding that an A Shareholder Majority has not appointed the maximum number of directors which it may appoint pursuant to article 84 1, at any directors' meeting the directors present that have been so appointed by an A Shareholder Majority shall be entitled to exercise in aggregate 50 per cent of the votes of any of the directors present.
- 84 3 with effect from the A Majority Date and at all times thereafter, an A Shareholder Majority may by notice in writing to the Company:

- 84 3 1 appoint and maintain in office the minimum number of persons who are willing to act as directors as will amount to a majority of the directors of the Company, and
- 84 3 2 remove any such person so appointed and appoint another person in this place.
- 84 4 Notwithstanding that an A Shareholder Majority has not appointed the maximum number of directors which it may appoint pursuant to article 84 3, at any directors' meeting the directors present that have been so appointed by an A Shareholder Majority shall be entitled to exercise in aggregate a majority of the votes of all of the directors present.
- 84 5 Any such appointment or removal shall take effect at and from the time when the notice is received at the registered office of the company or produced to a board meeting.
- 84 6 The directors shall authorise at the earliest possible opportunity, for the purposes of section 175 of the Companies Act 2006:
- 84 6 1 any relationship which exists between an A Shareholder Director and any A Shareholder,
- 84 6 2 any investment or other interest which an A Shareholder Director may have in any A Shareholder, and
- 84 6 3 any duty or obligation which an A Shareholder Director owes to any A Shareholder,
- being matters which would or might otherwise constitute or give rise to a breach of the duty of the A Shareholder Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.
- 84 7 An A Shareholder Director shall:
- 84 7 1 be paid remuneration of a reasonable amount to be agreed between him and the company (each acting reasonably), and
- 84 7 2 be paid all reasonable expenses properly incurred by him in connection with his attendance at:
- (i) meetings of directors or committees of directors,
 - (ii) general meetings, or
 - (iii) separate meetings of the holders of any class of shares or of debentures of the company,
- or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the company (including, in each case, any business class travel and accommodation which are, where practicable, agreed between him and the company (each acting reasonably) in advance of being incurred),
- 84 7 3 be entitled, at his request, to be appointed to any committee of directors established from time to time,
- 84 7 4 be at liberty from time to time to make full disclosure to any A Shareholder of any information relating to the company and any such disclosure shall be deemed to be in accordance with that person's duties to the company, and
- 84 7 5 not be under any duty to disclose to or use for the benefit of the company any information that he obtains, other than in his capacity as a director of the company,

which is confidential in relation to a third party, where such disclosure or use would constitute a breach of confidence.

84 8 Upon any resolution pursuant to section 168 of the Companies Act 2006 for the removal of an A Shareholder Director for the time being holding office, an A Shareholder Majority shall have in aggregate one vote more than the number of votes capable of being cast on such resolution by all other shareholders and if an A Shareholder Majority votes against the resolution in question it shall not be passed. Similarly, in the case of any notice served upon the company pursuant to article 22 8 for the removal of an A Shareholder Director for the time being holding office, an A Shareholder Majority shall have in aggregate one vote more than the number of votes capable of being cast by all other shareholders and accordingly the written notice shall not be effective unless received by the company from an A Shareholder Majority.

84 9 The quorum for board meetings shall be two, at least one of whom shall be an A Shareholder Director, unless either:

84 9 1 there is no A Shareholder Director holding office at the relevant time, or

84 9 2 each A Shareholder Director holding office at the relevant time has agreed in writing that the meeting may proceed without his attendance.

84 10 With effect from the A Majority Date (and at all times thereafter) an A Shareholder Majority shall be entitled to designate any director as chairman of the board by giving written notice to the Company.

85. Conversion of A Shares into Ordinary Shares

85 1 Each A Shareholder shall be entitled at any time and from time to time to convert the whole or any part (not involving a fraction of an A Share) of his holding of A Shares into Ordinary Shares.

85 2 Subject to adjustment pursuant to article 85 6, the conversion ratio in respect of any such conversion shall be one Ordinary Share for each A Share converted (such ratio, as so adjusted from time to time in accordance with these articles, being the “**Conversion Rate**”).

85 3 The right to convert A Shares into Ordinary Shares may be exercised by the relevant A Shareholder serving a written notice on the company, which specifies the number of A Shares to be converted and which is accompanied by the certificate in respect of those A Shares (or by a lost share certificate indemnity in a form approved by the directors) if the exercise of the right to convert is conditional, the written conversion notice shall also specify the condition in question. Once served such a notice may not be withdrawn without the consent of the directors. Conversion shall take place on the day following the date of receipt by the company of the written conversion notice or, if the exercise of the right to convert is expressed in the notice to be conditional, upon the satisfaction of the condition in question.

85 4 The A Shares shall automatically convert into Ordinary Shares upon a Listing becoming effective and with effect immediately prior to the earlier of:

85 4 1 the Listing becoming effective, or

85 4 2 the replacement of these Articles with new articles of association in preparation for the proposed Listing (unless those new articles of association contain a provision that would have the same or substantially the same effect as this article 85 4, in which case the conversion provided for in this article shall be made pursuant to that provision).

The Conversion Rate shall apply to any such automatic conversion. Any such automatic conversion shall occur without any further action and whether or not an A Shareholder surrenders the certificate in respect of his A Shares to the company. Following any such automatic conversion the A Shareholders shall surrender the certificates in respect of their respective holdings of A Shares to the company or, if applicable, shall provide the company with a lost share certificate indemnity in a form approved by the directors.

85 5 Provided that an A Shareholder has:

85 5 1 surrendered to the company his certificate in respect of any A Shares converted or to be converted, or

85 5 2 provided to the company a lost share certificate indemnity in a form approved by the directors in respect of the certificate in respect of any A Shares converted or to be converted,

the company shall send to the A Shareholder in question within five days of the conversion a certificate in respect of the Ordinary Shares to be received on such conversion and, if applicable, a certificate in respect of the balance of unconverted A Shares comprised in any surrendered or lost certificate (as the case may be).

85 6 The Conversion Rate shall be adjusted in accordance with this article in order to ensure that the economic interests of the A Shareholders in the company are not adversely affected by any capitalisation of profits or reserves or any consolidation and division or sub-division of the share capital of the company in any such case, the company shall instruct the Auditors (or if the Auditors refuse to act, an Independent Expert nominated by agreement between the directors and an A Shareholder Majority or, in the event of disagreement as to nomination, by the President for the time being of the Institute of Chartered Accountants in England and Wales) to determine as soon as reasonably practicable what adjustment (if any) to the Conversion Rate is in the Auditors' / Independent Expert's opinion fair and reasonable to take account of the variation in question to the share capital of the company. The Auditors / Independent Expert shall issue a written report to the company setting out any adjustment to be made to the Conversion Rate in so reporting, the Auditors / Independent Expert shall be considered to be acting as experts and not as arbitrators or adjudicators and, accordingly, the Arbitration Act 1996 or any statutory re-enactment or modification thereof for the time being in force shall not apply. The company will send a certified copy of that written report to each A Shareholder together with a notice (certified by the directors) setting out:

85 6 1 such adjusted Conversion Rate,

85 6 2 the number of Ordinary Shares deemed to be held by the A Shareholder in question on an as converted basis, and

85 6 3 the aggregate number of shares deemed to be in issue on an as converted basis.

The adjustment specified in the Auditors' / Independent Expert's report to the Conversion Rate shall take effect (retrospectively) from the variation in question to the share capital of the company. For these purposes, the Auditors' / Independent Expert's report as to the adjustment (if any) to the Conversion Rate shall be final and binding except in the case of fraud or manifest error. The company will pay all costs of obtaining the Auditors' / Independent Expert's report.

85 7 If the conversion of an A Share gives rise to a fractional entitlement to an Ordinary Share, then any such fractional entitlement shall be consolidated with any other fractional entitlements arising from the conversion of A Shares of the shareholder in question into such number of Ordinary Shares as is equal to the sum of the fractional entitlements so arising of such shareholder. Where any such fractional entitlement remains, the number of Ordinary Shares arising from the conversion in question shall be rounded up or down as the case to the nearest whole number.

85 8 in the event that any A Shares are to convert into a number of Ordinary Shares with an aggregate nominal amount which is greater than the aggregate nominal amount of the relevant A Shares, the company shall, to the extent permitted by law, issue such additional Ordinary Shares fully paid at par (whether by the automatic capitalisation of any amounts standing to the credit of the share premium account or other available reserve of the company or by such other lawful process) so as to ensure that there shall be no requirement for any subscription monies to be paid by such A Shareholders or former A Shareholders (as the case may be) in respect of those additional Ordinary Shares. The shareholders shall procure (in so far as they are so

able to by proposing and passing appropriate resolutions) that the directors shall have the appropriate authorities to effect the allotment and issue of such Ordinary Shares.

- 85 9 in the event that the company is unable (whether by virtue of the Companies Acts or for any other reason) to satisfy the allotments and issues of Ordinary Shares required under article 85 8 in full, the company shall allot the maximum number of Ordinary Shares possible to the relevant members on a pro rata basis according to their respective entitlements to such Ordinary Shares and the relevant members shall be entitled to subscribe in cash at par for such Ordinary Shares (or the balance thereof).
- 85 10 All of the shareholders shall procure (In so far as they are so able to by proposing and passing appropriate resolutions) that the provisions of this article are given effect to.

SCHEDULE

PART A: DEFINITIONS

In this Schedule, the following expressions have the following meanings:

“A Shares”	has the meaning given in article 78
“A Shareholder Majority”	has the meaning given in article 78
“Abandonment Operations”	any operations and activities relating to the decommissioning, restoration, dismantling, demolition, making safe and/or removal of any equipment, infrastructure, mines, shafts, adits or boreholes after the permanent cessation of Production Operations
“Abandonment Plan”	an overall plan and cost estimate for the carrying out of any Abandonment Operations in relation to any mine
“Affiliate”	in relation to any person (“person A”), any person who directly or indirectly <ul style="list-style-type: none"> (a) is controlled by person A, (b) is controlled by any third person who also controls person A, or (c) controls person A
“Approved”	in relation to a Work Program and associated Budget or AFE, means that that Work Program and Budget or AFE (as the case may be) have been approved in writing by an A Shareholder Majority
“AFE”	an authorisation for expenditure
“Budget”	a budget setting out the estimated expenditure to be incurred in connection with the implementation of a Work Program
“Business”	the business of carrying out the WCCP (and any activity or business ancillary to that business)
“Coal Authority”	the Coal Authority of the United Kingdom (or any successor body or authority)
“Coal Lease”	any lease of any coal by the Coal Authority or any other person in respect of which the Group member is the tenant (whether or not granted pursuant to a Coal Lease Option)
“Coal Lease Option”	any options for lease of any coal by the Coal Authority or any other person in respect of which the Group member is the option holder or tenant from time to time
“Competent Person”	has the meaning given to it in the JORC Code
“Contract”	any agreement or commitment whether conditional or unconditional and whether or not in writing and any

	arrangement or understanding, in each case whether legally binding or not
“Development Operations”	operations and activities undertaken for the purposes of the development of any coal resources pursuant to a Development Plan
“Development Plan”	an overall plan and cost estimate for the development of coal resources
“Encumbrance”	in respect of any asset, any interest or equity of any person (other than a Group member and including any right to acquire, option or right of pre-emption) in that asset or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement in respect of that asset
“Exploration Licence”	any licence given by the Coal Authority from time to time authorising any Group member to search and/or bore for coal
“Exploration/Appraisal Operations”	operations and activities undertaken for the purposes of: <ul style="list-style-type: none"> (a) searching and/or boring for coal, or (b) evaluating the quantitative or qualitative parameters of any coal resources and assessing whether any coal resources are capable of Commercial Extraction
“Exploration Licence”	any other licence given by the Coal Authority from time to time authorising any Group member to search and/or bore for coal
“Extraction Licences”	any other licence given by the Coal Authority for the winning, working and/or getting of coal or the getting of any product of coal resulting from the treatment of it in strata, in each case in respect of which any Group member is the licensee from time to time
“Financial Indebtedness”	any indebtedness or other liability incurred under or in respect of: <ul style="list-style-type: none"> (a) loans, borrowings or debit balances with banks or other financial institutions, (b) bonds, notes, debentures or other debt securities, (c) receivables or asset financing, discounting or factoring facilities, (d) guarantee, bond, standby or documentary letter of credit facilities or any other instrument issued by a bank or other financial institution, (e) lease or hire purchase arrangements which would under applicable accounting standards be treated as a finance lease,

(f)	(hedging or other derivative transactions entered into in connection with protection against or benefit from the fluctuation of any rate or price, or
(g)	any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback) having the commercial effect of borrowing or otherwise classified as borrowing under any applicable accounting standards
“JORC Code”	the 2012 edition of the Australian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, prepared by the Joint Ore Resources Committees of The Australian Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and Mineral Council of Australia (“JORC”) (or such replacement code published by JORC and in force from time to time)
“Licence Documents”	any Exploration Licences, Extraction Licences, Coal Leases, Coal Lease Options and any other Permissions by the Coal Authority granted to any Group member
“Market Value”	the price determined in accordance with article 74 6 or, if applicable, article 74 7
“Operations”	<p>(a) Exploration/Appraisal Operations,</p> <p>(b) Development Operations,</p> <p>(c) Production Operations, and</p> <p>(d) Abandonment Operations</p>
“Ordinary Shares”	has the meaning given to it in article 78
“Permission”	any licence, consent, permission, approval or authorisation given or which is required to be given by a Regulator for the carrying out of any Operation or any other activity
“Prescribed Price”	the price determined in accordance with article 74 5 above
“Production Operations”	any operations and activities intended to mine coal resources for commercial purposes
“Realisation Event”	has the meaning given to it in article 78
“Regulate”	<p>Any:</p> <p>(a) national or local government (or department, ministry minister or agency of any such national or local government), and</p> <p>(b) quasi-governmental organisation or private body or agency lawfully exercising or entitled to exercise any administrative, executive, Judicial, legislative, regulatory, licencing, competition, tax or other governmental or quasi-governmental authority,</p>

and includes

- (i) the Coal Authority,
- (ii) any Minerals Planning Authority,
- (iii) the Environment Agency,
- (iv) the Secretary of State for the Department of Energy and Climate Change,
- (v) the Health and Safety Executive,
- (vi) the Marine Management Organisation, and
- (vii) any statutory successor of any of the foregoing

“Senior Management”

any executive directors of any Group member and any other person employed by any Group member in a senior or executive managerial, supervisory, technical or sales capacity

“WCCP”

the Whitehaven Coal Coking Project, being the project of:

- (a) conducting Exploration/Appraisal Operations within (or in connection with any coal resources within) the Licence Areas (as defined in any Licence Documents), and
- (b) If such coal resources are suitable, finalising a Development Plan, and then conducting Development Operations and Production Operations in those Licence Areas

“Work Program”

any program of Operations

PART B: A SHAREHOLDER MAJORITY CONSENT MATTERS

1 Articles and Shares

- 1 1 Alter many respect the Articles or the rights attaching to any of the shares in the company.
- 1 2 Create, allot, issue, grant or agree to grant any option over, acquire, repay or redeem any class of share or loan capital or securities of any Group member and not vary, or agree to vary, the terms of any such option, repayment or redemption or the rights of any class of share or loan capital (other than shares. securities or loan capital issued to another Group member).
- 1 3 Amend the terms of, or set up or implement, any scheme for any of the matters referred to in paragraph 1 2 above.

2 Conduct of Business

- 2 1 Carry on any business other than the Business.
- 2 2 Conduct any operations or activities which are not Operations or operations or activities ancillary to any Operations.

3 Conduct of Operations

- 3 1 Conduct any Operations in any period which have not been included in an Approved Work Program in respect of that period.
- 3 2 Incur any costs, expenses or other expenditure or make any commitment in connection with any Operations which:
 - 3 2 1 have not been included in an Approved Budget, and
 - 3 2 2 have not been Included in an Approved AFE (where this is required in any agreement entered into between the company and an A Shareholder Majority from time to time),

4 Licence Documents

- 4 1 Amend, terminate or waive any rights under any Licence Document.
- 4 2 Assign, dispose of or otherwise transfer (whether in whole or in part) or cease to be the sole beneficial owner of any interest in any Licence Document.
- 4 3 Agree to any thing or make any commitment in connection with the making of any Extraction Licence unconditional, including:
 - 4 3 1 exercise any Coal Lease Option, and
 - 4 3 2 agree to the designation of any Area of Responsibility or Licence Area (as defined in any Extraction Licence).

5 Permissions

- 5 1 Apply for or acquire any interest in any Licence Document.
- 5 2 Apply for or seek a Permission for or in connection with:
 - 5 2 1 any Work Program,
 - 5 2 2 any Development Plan, or
 - 5 2 3 any Abandonment Plan.

6 Miscellaneous

- 6 1 Discontinue or cease to operate all or a material part of the Business.
- 6 2 Dispose of any part of its assets, except in the ordinary course of the Business.
- 6 3 Enter any arrangement, agreement or contract for the sale or other disposal of any coal (or any product of any treatment of any coal) produced pursuant to any Production Operations.
- 6 4 Acquire any assets where such acquisition has not been included in an Approved Work Program and associated Budget.
- 6 5 Incur any Financial Indebtedness (other than where the creditor is another Group member) or amend the terms on which such Financial Indebtedness is (or has been) provided other than a lease or hire purchase arrangement in respect of goods supplied to a Group member in the ordinary course of carrying on the Business.
- 6 6 Make any payments out of or drawings on its bank account other than routine payments in the ordinary course of the Business.

- 6 7 Fail to settle all debts incurred in the ordinary course of business within the applicable periods of credit.
- 6 8 Enter into any guarantees or indemnity or other agreement to secure, or incur financial or other obligations with respect to, another person's obligation other than any Group member.
- 6 9 Enter into any transaction (i) which is not on bona fide arm's length terms, or (ii) with any director, shareholder in the company or person who is an Affiliate of or person connected with such a shareholder.
- 6 10 Grant any lease, licence or third party right or terminate, or give notice to terminate, a lease, licence or third party right in respect of any real property.
- 6 11 Acquire any real property (or any interest in any real property).
- 6 12 Enter into any leasing, hire purchase or other agreement or arrangement for payment on deferred terms other than a lease or hire purchase arrangement in respect of goods supplied to a Group member in the ordinary course of carrying on the Business.
- 6 13 Acquire any company or any shares, stocks or securities or a business or undertaking (or any interest in any of them).
- 6 14 Enter into, invest in or acquire any interest in any joint venture.
- 6 15 Incorporate a company or other legal entity.
- 6 16 Declare, make or pay any dividend or other distribution.
- 6 17 Create any Encumbrance over any property or any other asset or redeem an existing Encumbrance over any property or any other asset other than:
 - 6 17 1 a lien arising by operation of law in the ordinary course of carrying on the Business, and
 - 6 17 2 a retention of title, lease, hire purchase or conditional sale arrangement in respect of goods supplied to a member a Group member in the ordinary course of carrying on the Business.
- 6 18 Appoint any additional director other than as may be required pursuant to these articles or any agreement entered into between the company and an A Shareholder Majority.
- 6 19 Approve or otherwise implement any management or employee incentive, bonus or option scheme or arrangement.
- 6 20 Take on, appoint, terminate or give notice to terminate the employment or engagement of any member of Senior Management or amend (or agree to amend) the terms on which any member of Senior Management is engaged or employment, including any amendments to their remuneration or other benefits.
- 6 21 Take on, appoint, terminate or give notice to terminate (other than for gross misconducts) the employment or engagement of any employee, officer or consultant or amend (or agree to amend) the terms on which any employee, officer or consultant is engaged or employed, including any amendments to their remuneration or other benefits, in each case other than:
 - 6 21 1 as set out and budgeted form an Approved Budget, and

6 21 2 an employee, officer or consultant whose:

- (i) terms provide that his or her contract can only be terminated by three months' notice or less, and
- (ii) whose remuneration or fees (calculated on an annualised basis) do not exceed £40,000.

- 6 22 Commence, threaten to commence, settle or agree to settle any legal, tribunal or arbitration proceedings relating to the Business, save for debt collection in the ordinary course of business.
- 6 23 Enter into or modify any subsisting agreement with any trade union or relating to any works council.
- 6 24 Pass any resolutions in general meeting or by way of written resolution (other than resolutions and written resolutions of a Group member which is not the company).
- 6 25 Appoint any adviser in connection with any Realisation Event or proposal to seek a Realisation Event.
- 6 26 Agree the Market Value or Prescribed Price of a share.
- 6 27 The appointment of any Competent Person to prepare any report on any coal resources of the Group.
- 6 28 Commence any legal proceedings or other procedure or take any step for or in relation to:
 - 6 28 1 a suspension of payments, moratorium of any indebtedness, winding up, bankruptcy, sequestration, dissolution, administration, or reorganisation (by way of voluntary arrangement, scheme or arrangement or otherwise),
 - 6 28 2 the entry into a composition, compromise, assignment or arrangement with its creditors generally or with a class of its creditors, or
 - 6 28 3 the appointment of a liquidator, provisional liquidator, administrator, receiver, administrative receiver, compulsory manager, trustee in bankruptcy, trustee in sequestration or other similar officer in respect of that person (or any of its, his or her assets),

in each case, except where the board of the relevant Group member consider it necessary or desirable to take such actions in order to comply with their duties as directors of the relevant Group member.

7 Agreements and commitments

Enter into any Contract to do any of the things listed in the foregoing paragraphs of this Part B.

PART C: SHAREHOLDER MAJORITY CONSENT MATTERS

1 Articles and Shares

- 1 1 Alter in any respect the Articles or the rights attaching to any of the shares in the company.
- 1 2 Create, allot, issue, grant or agree to grant any option over, acquire, repay or redeem any class of share or loan capital and not vary, or agree to vary, the rights of any class of share or loan capital (other than shares, securities or loan capital issued to another Group member).
- 1 3 Amend the terms of, or set up or implement, any scheme for any of the matters referred to in paragraph 1 2 above.

2 Conduct of Business

- 2 1 Carry on any business other than the Business.
- 2 2 Conduct any operations or activities which are not Operations or operations or activities ancillary to any Operations.

3 Licence Documents

Assign, dispose of or otherwise transfer (whether in whole or in part) or cease to be the sole beneficial owner of any interest in any Licence Document.

4 Miscellaneous

- 4 1 Dispose of any part of its assets, except in the ordinary course of the Business.
- 4 2 Enter any arrangement agreement or contract for the sale or other disposal of any coal (or any product of any treatment of any coal) produced pursuant to any Production Operations.
- 4 3 Incur any Financial Indebtedness (other than where the creditor is another Group member) or amend the terms on which such Financial Indebtedness is (or has been) provided, other than a lease or hire purchase arrangement in respect of goods supplied to a Group member in the ordinary course of carrying on the Business.
- 4 4 Enter into any guarantees or indemnity or other agreement to secure, or incur financial or other obligations with respect to, another person's obligations other than any Group member.
- 4 5 Enter into any transaction (other than a transaction with an A Shareholder which is contemplated in any investment, shareholder or similar agreement) (i) which is not on bona fide arm's length terms, or (ii) with any director, shareholder or person connected with any of them.
- 4 6 Grant any lease, licence or third party right or terminate, or give notice to terminate, a lease, licence or third party right in respect of any real property.
- 4 7 Acquire any company or any shares, stocks or securities or a business or undertaking (or any interest in any of them).
- 4 8 Incorporate a company or other legal entity,
- 4 9 Declare, make or pay any dividend or other distribution,
- 4 10 Create any Encumbrance over any property or any other asset or redeem an existing Encumbrance over any property or any other asset, other than
 - 4 10 1 a lien arising by operation of law in the ordinary course of carrying on the Business, and
 - 4 10 2 a retention of title, lease, hire purchase or conditional sale arrangement in respect of goods supplied to a Group member in the ordinary course of carrying on the Business.
- 4 11 Commence any legal proceedings or other procedure or take any step for or in relation to:
 - 4 11 1 a suspension of payments, moratorium of any indebtedness, winding up, bankruptcy, sequestration, dissolution, administration, or reorganisation (by way of voluntary arrangement, scheme or arrangement or otherwise),
 - 4 11 2 the entry into a composition, compromise, assignment or arrangement with its creditors generally or with a class of its creditors, or

4 11 3 the appointment of a liquidator, provisional liquidator, administrator, receiver, administrative receiver, compulsory manager, trustee in bankruptcy, trustee in sequestration or other similar officer in respect of it (or any of its assets),

in each case, except where the board of the relevant Group member consider it necessary or desirable to take such actions in order to comply with their duties as directors of the relevant Group member.

5 Agreements and commitments

Enter into any Contract to do any of the things fisted in the foregoing paragraphs in this Part C.