

Company number 7153519

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

YOURLIFE MANAGEMENT SERVICES LIMITED ("the Company")

Circulated: 20 July 2010

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

ORDINARY RESOLUTIONS

THAT the one ordinary subscriber share in the Company held by McCarthy & Stone Management Services Limited be re-designated as an "A" ordinary share

THAT, in accordance with section 551 of the Companies Act 2006, the directors be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £10,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling five years from the date this resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired. This authority is in substitution for all previous authorities conferred on the directors in accordance with section 551 of the Companies Act 2006

SPECIAL RESOLUTION

THAT the articles of association be amended by adopting new articles of association as produced to the meeting in substitution for the current articles



AGREEMENT

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

The undersigned, a person entitled to vote on the Resolution on the date of circulation of this Written Resolution, hereby irrevocably agrees to the Resolution

Signed for and on behalf of
**McCarthy & Stone Management
Services Limited**



Date 20 July 2010

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company at Homelife House, 26-32 Oxford Road, Bournemouth BH8 8EZ

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

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement



Bond Pearce

Company No 7153519

The Companies Act 2006
Private company limited by shares

Articles of Association of YourLife Management Services
Limited

Incorporated on 10 February 2010

Adopted by [special][written] resolution passed on 120 July 2010

M. J. Ho

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

YOURLIFE MANAGEMENT SERVICES LIMITED

(Adopted by [special][written] resolution passed on • 2010)

Introduction

1 Interpretation

1 1 In these Articles, unless the context otherwise requires

1 1 1 **Act:** means the Companies Act 2006,

1 1 2 **A Director:** means any director appointed to the Company by holders of the A Shares,

1 1 3 **A Share:** means an ordinary share of £1 in the capital of the Company designated as an A Share,

1 1 4 **appointor:** has the meaning given in article 9 1,

1 1 5 **Articles:** means the company's articles of association for the time being in force,

1 1 6 **B Director:** means any director appointed to the Company by holders of the B Shares,

1 1 7 **B Share:** means an ordinary share of £1 in the capital of the Company designated as an B Share,

1 1 8 **business day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

1 1 9 **Conflict:** has the meaning given in article 5 1,

1 1 10 **eligible director.** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

1 1 11 **Group:** in relation to a company means that company and any subsidiary of that company, the ultimate holding company of that company and every other company which is a subsidiary of the same ultimate holding company,

1 1 12 **holding company:** has the definition given to the term in section 1159 of the Act, and

1 1 13 **Model Articles:** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. A copy of the Model Articles is set out in the Schedule to these Articles
- 1 8 Articles 8, 11(2) and (3), 12, 13, 14(1), (2), (3) and (4), 17(2), 39(2), 44(2), 50, 52 and 53 of the Model Articles shall not apply to the Company
- 1 9 Article 7 of the Model Articles shall be amended by
- 1 9 1 The deletion in Article 7(1) of the words "article 8" which shall be replaced by the words "article 2 of the articles",
- 1 9 2 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1 9 3 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence, indemnity and the payment of reasonable expenses properly incurred"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words", subject to article 8 8 of the articles," after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 14 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

Directors

2 Unanimous decisions

- 2 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

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

2 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

3 Quorum for directors' meetings

3 1 Subject to article 3 2, the quorum for the transaction of business at a meeting of any directors (including adjourned meetings) is any two eligible directors which shall include one A Director (or his alternate) and one B Director (or his alternate) If a quorum is not present within 30 minutes from the time appointed for the meeting or is not present for its duration, the meeting will be adjourned for five business days at the same time and place

3 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

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

3 3 1 to appoint further directors, or

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

4 Transactions or other arrangements with the company

4 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

4 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

4 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

4 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

4 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

4 1 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

4 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

5 Directors' conflicts of interest

- 5 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (**Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)
- 5 2 Any authorisation under this article will be effective only if
 - 5 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - 5 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - 5 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 5 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
 - 5 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - 5 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - 5 3 3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict,
 - 5 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - 5 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - 5 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 5 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 5 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation in accordance with the terms of such authorisation
- 5 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

5 6 1 disclose such information to the directors or to any director or other officer or employee of the Company, or

5 6 2 use or apply any such information in performing his duties as a director,

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

5 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

6 Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

7 Number of directors

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

8 Appointment of directors

8 1 The holder of a majority of the A Shares for the time being shall be entitled to appoint two persons to be A Directors of the Company and the holder of a majority of the B Shares for the time being shall be entitled to appoint two persons to be B Directors of the Company

8 2 Any A Director may at any time be removed from office by the holder of a majority of the A Shares and any B Director may at any time be removed from office by the holder of a majority of the B Shares Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases

8 3 If any A Director or any B Director shall die or be removed from or vacate office for any cause, the holder of a majority of the A Shares (in the case of an A Director) or the holder of a majority of the B Shares (in the case of a B Director) shall appoint in his place another person to be an A Director or a B Director (as the case may be)

8 4 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the A Shares or B Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office, marked for the attention of the Company Secretary or delivered to a duly constituted meeting of the directors of the Company Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice

8 5 The right to appoint and to remove A or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively

8 6 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation

8 7 No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law

8 8 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

9 Appointment and removal of alternate directors

- 9 1 Any director (**appointor**) may appoint as an alternate any person to
- 9 1 1 exercise that director's powers, and
 - 9 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
- 9 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 9 3 The notice must
- 9 3 1 identify the proposed alternate, and
 - 9 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

10 Rights and responsibilities of alternate directors

- 10 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 10 2 Except as the Articles specify otherwise, alternate directors
- 10 2 1 are deemed for all purposes to be directors,
 - 10 2 2 are liable for their own acts and omissions,
 - 10 2 3 are subject to the same restrictions as their appointors, and
 - 10 2 4 are not deemed to be agents of or for their appointors
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 10 3 A person who is an alternate director but not a director
- 10 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
 - 10 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
 - 10 3 3 shall not be counted as more than one director for the purposes of articles 10 3 1 and 10 3 2
- 10 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 10 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be 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

11 Termination of alternate directorship

11 1 An alternate director's appointment as an alternate terminates

11 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

11 1 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,

11 1 3 on the death of the alternate's appointor, or

11 1 4 when the alternate's appointor's appointment as a director terminates

12 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

Decision making by shareholders

13 Quorum at general meetings

13 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons (one of whom shall be or represent a holder of the A Shares and one shall be or represent a holder of the B Shares)

14 Poll votes

14 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

14 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

15 Proxies

15 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

15 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

Shares

16 Share capital

16 1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

16 2 On the transfer of any share as permitted by these Articles

16 2 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and

- 16 2 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

- 16 3 No variation of the rights attaching to any class of share shall be effective except with the sanction of a special resolution of the holders of the relevant class of share. Where a special resolution to vary the rights attaching to a class of share is proposed at a separate general meeting of that class of share, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 16 4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of share
- 16 4 1 any alteration in the Articles,
- 16 4 2 any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital, and
- 16 4 3 any resolution to put the Company into liquidation

Transfers of shares

17 Transfers: general

- 17 1 No transfer of any share may be made or registered unless that transfer complies with these Articles and any transfer, or permitted transfer, of any shares in breach of these Articles is void
- 17 2 In order to ensure that a particular transfer of shares is permitted under these Articles, the Directors may ask the transferor, or the person named as transferee in any transfer lodged for registration, to supply them with any information and evidence they think reasonably necessary or relevant. If satisfactory information or evidence is not supplied within 21 business days of asking for it, the Directors are entitled to refuse to register the transfer in question
- 17 3 For the purposes of these Articles the following is deemed (but without limitation) to be a transfer by a shareholder
- 17 3 1 any direction, by way of renunciation or otherwise, by a holder entitled to an allotment or transfer of shares in the capital of the Company that a share in the capital of the Company be allotted or issued or transferred to some person other than himself, and
- 17 3 2 any sale or any other disposition of any legal or equitable interest in a share, including any voting right attached to it (but excluding any charge of a share given by way of security)
- (a) whether or not by the relevant shareholder,
- (b) whether or not for consideration, and
- (c) whether or not effected by an instrument in writing

18 Permitted transfers

- 18 1 A corporate shareholder is free to transfer all, but not some only, of its Shares to a company within its Group. If the transferee in these circumstances ceases to be a member of the transferor's Group, that transferee must immediately transfer all the relevant Shares to a member of the original transferor's Group.
- 18 2 Notwithstanding any provision to the contrary in these Articles and if the consent of all the other shareholder(s) is obtained, then a transfer of any share may be made without restriction as to price, number of Shares to be transferred or otherwise and any such transfer must be registered by the Directors.

19 Pre-emption rights

- 19 1 Unless these Articles state otherwise and subject to Article 19 3, every shareholder wishing to transfer any Shares must give written notice of this to the Company (**Transfer Notice**). The transferor under a Transfer Notice is referred to as the **Seller**.
- 19 2 Transfer Notices have the effect of appointing the Company as the agent of the Seller for the sale of the Shares to be sold (**Sale Shares**).
- 19 3 If the Seller is a member of a Group and other members of that Group hold Shares, then no transfer of the Sale Shares may take place unless all the Shares held by those Group members are transferred at the same time as the transfer of the Sale Shares. In these circumstances the Shares to be transferred by those members of the Seller's Group are included in the definition of **Sale Shares**. The Seller will, in these circumstances, act as the agent for all selling members of his Group.
- 19 4 A Transfer Notice must specify the number and distinguishing numbers (if any) of the Sale Shares and whether or not the Seller has received an offer from a third party for the Sale Shares and, if so the identity of that third party (**Proposed Transferee**) and the price per share at which it is prepared to sell the Sale Shares (**Transfer Price**). A Transfer Notice, except where it has been given as a result of the Seller being required to transfer its Shares under these Articles or under the terms of any written agreement between all shareholders, may state that, unless all the Sale Shares are sold, none of them can be sold (**Total Transfer Condition**). A Total Transfer Condition is binding on the Company.

Pre-emption procedure

- 19 5 As soon as practical following receipt of a Transfer Notice the Company will
- 19 5 1 first offer the Sale Shares at the Transfer Price to all the Shareholders (except the Seller and any members of its Group which hold Shares) pro rata as nearly as may be to the respective numbers of Shares held by those Shareholders informing them whether or not the offer is the subject of a Total Transfer Condition. This offer will remain open for acceptance for 15 business days) (**First Offer Period**). This offer will invite the relevant Shareholders to state in writing the maximum number of Sale Shares offered to them that they wish to buy, and
- 19 5 2 if any Shares remain unsold at the end of the First Offer Period those unsold Sale Shares will immediately be offered at the Transfer Price to the Shareholders who have already accepted Sale Shares and if there is more than one in proportion as nearly as may be to their existing holding of Shares. This offer will remain open for a further period of 15 business days and after the end of that further period, the offer will end.
- 19 6 Following expiry of the offer period referred to in Article 19 5 2, the Company will inform the Seller and any Shareholders who have offered to buy any of the Sale Shares, how many of the Sale Shares buyers have been found for. Subject to Articles 19 8 and 19 9 if the offer is the subject of a Total Transfer Condition and buyers have not been found for all of the Sale Shares then the Company will also inform the Seller and any Shareholders who have offered to buy any of the Sale Shares that the sale of the Sale Shares will not proceed.

- 19 7 If no Total Transfer Condition applies to the sale of the Sale Shares and if the Company finds a buyer for all or any of the Sale Shares, the Seller must on receipt of the Transfer Price transfer the Sale Shares (or as many of the Sale Shares that the Company has found (a) buyer(s) for) to those/those buyer(s). If, in the circumstances, the Seller fails to carry out the sale, the Company may authorise some other person to execute a transfer of the Sale Shares to the buyer(s) and the Company may give a good receipt for the Transfer Price and may register the buyer(s) as the holder(s) of the Sale Shares and issue to it/them certificate(s) for these Sale Shares at which point the buyer(s) become(s) entitled to the Sale Shares

Transfers free of pre-emption

- 19 8 If the Company fails, within five business days of the expiry of the offer by the Company under Article 19 5 2 to find shareholders willing to buy all of the Sale Shares or, if through no default of the Seller, the purchase of any of the Sale Shares is not completed within five business days of the due date for completion, the Company may, insofar as it is legally able and in any event with the prior written consent of the holder of the majority of A Shares for the time being and the holder of the majority of the B Shares for the time being, at any time within 30 days of the end of these periods (**Buy Back Period**)

19 8 1 repurchase, at the Transfer Price, any of the Sale Shares which were not accepted or in respect of which the sale was not completed, and/or

19 8 2 offer, at the Transfer Price, any of the Sale Shares which were not accepted or in respect of which the sale was not completed to any person established to hold the Company's shares upon trust pending their subsequent transfer pursuant to the rules of that trust, and/or

19 8 3 offer, at the Transfer Price, any of the Sale Shares which were not accepted or in respect of which the sale was not completed to any person or persons agreed upon by the Directors who expressed his willingness in writing to purchase any such Sale Shares

- 19 9 If any of the Sale Shares (through no default of the Seller) are not transferred pursuant to Articles 19 6, 19 7 or 19 8 then the Seller is free at any time within one month of the end of the Buy Back Period to transfer any of the Sale Shares which were not accepted or in respect of which the sale was not completed, to the Proposed Transferee as a bona fide sale at a price per share not less than the Transfer Price (after deduction where appropriate, of any net dividend or other distributions to be retained by the Seller) provided that

19 9 1 any shareholder who is not transferring its shares may require to be satisfied in such manner as it may reasonably require that the sale is completed at the Transfer Price or any higher or (subject to Article 19 9 2) lower price and the terms of payment of the purchase price are no more favourable to the Proposed Transferee than those rejected by the existing Shareholders,

19 9 2 no Sale Shares may be sold at a lower price than the Transfer Price without first serving a further Transfer Notice on the Company setting out that lower price and the provisions of Article 19 5 will apply to this further Transfer Notice except that the period of acceptance will be five business days instead of 15 business days and the Transfer Price will be that lower price, and

19 9 3 if the Sale Shares were the subject of a Total Transfer Condition the sale may only be made of all the Sale Shares and not part only

20 Tag along

- 20 1 After first giving a Transfer Notice and going through the procedure set out in Article 19, no sale or transfer (whether by one or a series of transfers) of any Shares which amount in total to more than 50% of the Shares in issue (**Specified Shares**) may be made or registered without the prior consent of the other Shareholders, unless before this sale or transfer is made, the Proposed Transferee has irrevocably and unconditionally offered to

- buy all of the other Shareholders' Shares at the Specified Price (as defined in Article 19 2) on exactly the same terms as have been offered for the Specified Shares
- 20 2 The **Specified Price** means the consideration for each of the other Shareholders' Shares at least equal to the total amount offered or paid or payable by the Proposed Transferee for each of the Specified Shares
- 20 3 For the purposes of Article 20 2 the consideration payable for the Specified Shares will include any amount received or receivable by the holders of the Specified Shares 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 each of the Specified Shares
- 20 4 If a Transfer Notice has been served in accordance with Article 19, then the purchase of the Specified Shares pursuant to an offer made in accordance with Article 20 1 shall not be subject to the provisions of Article 18 again

Administrative arrangements

21 Means of communication to be used

- 21 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 21 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- 21 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 21 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 21 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 21 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

22 Indemnity

- 22 1 Subject to article 22 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 22 1 1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- (b) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

22 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 22 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

22 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

22 3 In this article

22 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

22 3 2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

23 Insurance

23 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

23 2 In this article

23 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

23 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

23 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate