

Company No 07219468

**THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY SHARES**

POOL & SONS (HARTLEY WINTNEY) LIMITED

("Company")

Written Resolution

12 August 2010
("Circulation Date")

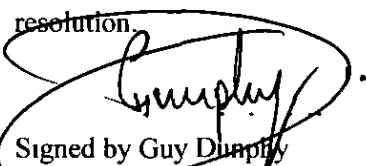
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution

SPECIAL RESOLUTION

That new articles of association of the Company in the form annexed hereto be adopted in substitution for and to the exclusion of the existing articles of association

AGREEMENT

I, being the sole eligible member of the Company, hereby irrevocably agree to the special resolution.


Signed by Guy Duany
Date 12 August 2010



Number 7219468

**THE COMPANIES ACTS
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

POOL & SONS (HARTLEY WINTNEY) LIMITED

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1 DEFINITIONS AND INTERPRETATION

1.1 In these articles, unless expressly stated to the contrary, the following expressions shall have the following meanings

2006 Act	the Companies Act 2006, to the extent in force from time to time, including any statutory modification or re-enactment thereof for the time being in force,
articles	the company's articles of association,
Asset Sale	the sale or other disposal of any subsidiary or subsidiaries or other assets (except current assets disposed of in the ordinary course of trading) representing (in terms of net assets, turnover or pre-tax profits) more than seventy-five per cent of the net assets, turnover or pre-tax profits of the Company or (as the case may be) Group as shown by its latest audited accounts or its latest management accounts delivered to the Investors under the Investment Agreement,
associated company	in relation to a company, a subsidiary or subsidiary undertaking or holding company for the time being of such company or a subsidiary or subsidiary undertaking for the time being of such a holding company,
Auditors	the auditors for the time being of the Company,
bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
the Board	the board of directors for the time being of the Company or any duly constituted and authorised committee thereof,
business day	a day (not being a Saturday or Sunday) on which banks generally are open for business in London,
Companies Acts	as defined in section 2 of the 2006 Act, including any statutory modification or re-enactment thereof for the time being in force,
Controlling Interest	an interest (within the meaning of Schedule 13 Part 1 and Section 324 of the Companies Act 1985) in shares which (absent any Default Period) confer in the aggregate more than fifty per cent of the total voting rights conferred by all the shares in the ordinary share capital of the Company for the time being in issue and conferring the right to vote at all General Meetings,
Default Period	any period in which, except with Investor Consent (a) the Company or any member of the Group

(other than a dormant subsidiary) is in liquidation or receivership or administration or otherwise insolvent within the meaning of Section 123 of the Insolvency Act 1986 (or the equivalent in any jurisdiction outside England and Wales), or

- (b) an event of default (by whatever name called) has occurred for the purposes of any borrowings or financial facilities of the Group or any other event relating to non-payment or insolvency of the Group (however described) has occurred or circumstances subsist which (with the giving of notice, passing of time or otherwise) would be such an event of default and, in each case has not been remedied (where capable of being remedied) or waived (provided that any waiver shall be deemed not have been given for the purposes of this definition if, in the reasonable opinion of an Investor Majority, such waiver materially prejudices the interests of the Investors) within 30 days, or
- (c) any Preference Dividend or interest due on any revolving credit facility provided by Kaye Enterprises Limited is in arrears for more than 180 days, or
- (d) the Company shall have failed or is unable to redeem any of the Preference Shares on any date on which it becomes liable to redeem the same in accordance with these Articles, or
- (e) any of the special rights or privileges attaching to any Investor Shares in these Articles and/or the terms of any Investor Consent or Special Director Consent shall have been breached and (if remediable) not remedied to the satisfaction of the Special Director or an Investor Majority (in each case acting reasonably) within twenty one days of the breach being notified in writing to the holders of the Ordinary Shares,

director

a director of the company, and includes any person occupying the position of director, by whatever name called,

document

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

electronic form

has the meaning given in section 1168 of the 2006 Act,

eligible director

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),
Exit	a Sale or Flotation or first distribution of Remaining Assets on a winding up of the Company, whichever is the first to occur,
Fair Value	the fair value of any shares in the Company determined as provided in Article 55 13,
Financial Year	a financial year or other period in respect of which the Company prepares its audited accounts in accordance with the relevant provisions of the Act,
Flotation	the effective admission of any part of the ordinary share capital of the Company to the Official List of the UK Listing Authority and trading on The London Stock Exchange or the grant of effective permission by The London Stock Exchange for dealings to take place in the same on AIM or the commencement of dealings in the same on any other recognised investment exchange (as defined in Part XVIII of the Financial Services and Markets Act 2000) (whichever is the earlier),
fully paid	in relation to a share, that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,
Group	means <ul style="list-style-type: none"> (a) for the purposes of determining whether or not a person is or may become a Leaver, the Company and its 51 per cent subsidiaries for the time being for the purposes of the Income and Corporation Taxes Act 1988 (as amended), or (b) for all other purposes, the Company and its subsidiaries and subsidiary undertakings for the time being,
hard copy form	has the meaning given in section 1168 of the 2006 Act,
holder	in relation to shares, the person whose name is entered in the register of members as the holder of the shares,
Interest Rate	a rate (as well after as before judgment or liquidation) of four per cent (4%) per annum over the base rate for the time being of HSBC plc,
instrument	a document in hard copy form,
Investment Agreement	the Investment Agreement entered into on or about the Adoption Date between, inter alios, the Company and its members relating to the subscription of shares

Investor	in the Company, as from time to time amended supplemented or novated,
Investor Consent	any holder of Investor Shares,
Investor Group	the written consent of an Investor Majority,
Investor Shares	in relation to any corporate Investor, that Investor and its associated companies from time to time,
Leaver	Preference Shares and any other shares in the Company which with Investor Consent are designated as Investor Shares by Special Resolution, means:
	(a) any employee or director of any member of the Group who ceases or (as the case may be) will cease (through having given or been given notice) to be such an employee or director in circumstances where he does not or (as the case may be) will not continue immediately thereafter to be a director or employee of any member of the Group, and
	(b) any consultant to any member of the Group who has not previously been an employee of any member of the Group and who ceases or (as the case may be) will cease (through having given or been given notice) to be a Relevant Executive in circumstances where he does not or (as the case may be) will not continue immediately thereafter to be a Relevant Executive in any capacity
Leaving Date	the date on which the Leaver concerned became a Leaver or, if he gave or was given notice to terminate his employment or engagement, the date when such notice was given, if earlier,
Majority	as regards members of a class or classes of shares, a majority by reference to the number of shares of such class or classes held and not by reference to the number of members holding shares of such class or classes,
Mandatory Transfer	any transfer of shares required pursuant to Article 54 or which is given by any person at a time when he could be required under Article 54 to make such a transfer,
Mandatory Transfer Notice	a Transfer Notice given or deemed to be given pursuant to Article 54 or given by a person at a time when he could be required under Article 54 to give such a Transfer Notice,
Ordinary Shares	Ordinary Shares of £1 each in the capital of the Company,

paid		paid or credited as paid,
partly paid		in relation to a share, that part of the share's nominal value or any premium at which it was issued has not been paid to the company,
Permitted Transferee	Investor	in relation to any Investor
		(a) any member for the time being of its Investor Group, or
		(b) any body corporate controlled by that Investor or another member of its Investor Group or which immediately following the transfer of Investor Shares concerned will be such a body corporate,
Permitted Transfer		a transfer of shares permitted by Articles 52 to 55 (inclusive),
Preference Dividend		shall be as defined in Article 30,
Preference Shares		redeemable cumulative preference shares of £1 00 each in the capital of the Company,
qualifying person		(a) an individual who is a shareholder, or (b) a person authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to a meeting, or (c) a person appointed as a proxy of a shareholder in relation to the meeting,
Redemption Date		the date upon which any Preference Shares are to be redeemed in accordance with Articles 5 1, 5 2 or 5 3,
Redemption Event		the earliest to occur of an Exit and Asset Sale,
Related Shares		in relation to any shares, any shares issued in respect of such shares by way of capitalisation or bonus issue or acquired in exercise of any right or option granted or arising by virtue of them,
Relevant Executive		a director or employee of, or a consultant to, the Company or any member of the Group,
Remaining Assets Sale		shall have the meaning given in Article 31 1, the sale or transfer of any Ordinary Shares (excluding any acquisition of shares by way of Permitted Investor Transfer) constituting at least ninety per cent of the issued ordinary share capital of the Company to a single purchaser or to one or more purchasers as part of a single transaction, or the acquisition (whether or not as part of a single transaction but excluding by way of Permitted Investor Transfer or by way of subscription by any Investor) of Ordinary Shares constituting such an interest by any person or group of persons who are connected persons of each other or who are acting in concert and who did not previously hold such an interest,
Senior Executive		a Relevant Executive who is entitled (or who through

	any commitment to be entered into by any member of the Group, will become entitled), contingently or otherwise, to receive remuneration (including for this purpose all amounts paid by way of commission or bonus or under any profit sharing bonus or incentive scheme or by way of pensions contribution) in excess of £25,000 per annum or such increased amount as may from time to time have been approved by Special Director Consent,
shareholder	a person who is a member of the company as defined in section 112 of the 2006 Act,
shares	shares in the company,
Special Director	any Special Director appointed pursuant to Article 22,
Special Director Consent	the express written consent of the Special Director in office at the relevant time or, where there is no Special Director in office or the Special Director in office is unable to unwilling or unavailable to provide any consent for the purposes of these Articles, an Investor Consent,
Subscription Rights	any rights (whether under options, warrants, on conversion of any indebtedness or otherwise) to call for the allotment or issue of shares in the Company,
Transfer Notice	a Voluntary Transfer Notice or a Mandatory Transfer Notice, as the case may be,
the Transfer Value	the value attributable to the shares comprised in any Transfer Notice determined as provided in Article 55,
transmittee	a person entitled to a share by reason of the death or bankruptcy of a shareholder, or otherwise by operation of law,
Voluntary Transfer	any transfer of shares other than a Mandatory Transfer,
Voluntary Transfer Notice	a Transfer Notice other than a Mandatory Transfer Notice
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	Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate unincorporated associations and partnerships
1 3	Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the 2006 Act as in force on the date when these articles become binding on the company

2 **LIABILITY OF MEMBERS**

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

3 **DIRECTORS' GENERAL AUTHORITY**

3 1 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

3 2 Subject as otherwise provided in these Articles, the Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of these Articles and of the Act, to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

3 3 Before a Flotation, except with Investor Consent

3 3 1 the Directors shall restrict the borrowings of the Company and exercise all rights exercisable by the Company in relation to other members of the Group (other than borrowings between the Company and/or any wholly owned subsidiaries thereof) so as to secure (so far as by such exercise they can secure) that, no money shall be borrowed if the aggregate principal amount outstanding of all borrowings by the Group then exceeds or would as a result of such borrowing exceed £5,000 or such greater amount as shall be approved from time to time by Investor Consent,

3 3 2 the Company shall not and shall procure that no other member of the Group shall create issue or enter into or allow to subsist or arise any mortgage or charge or other encumbrance whatsoever over any of its assets or undertaking or give any other form of security except

(a) pursuant to the terms of the Facilities referred to in the Investment Agreement, or

(b) the encumbrances clearly disclosed in the Disclosure Letter to the Investment Agreement as already being in force at the time of its Completion, or

(c) liens arising in the ordinary course of business securing monies not yet due for payment and fully provided for, and

3 3 3 the Company shall not and shall procure that no other member of the Group shall vary or agree to any material variation in the extent or terms of its borrowings and similar facilities or the extent or terms of any security given in respect thereof or open or vary the mandate applicable to any bank account

3 4 In this Article the expression "borrowings" shall include any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent, incurred in respect of (i) money borrowed or raised, (ii) any bond, note, loan stock, debenture or similar instrument, (iii)

acceptance or documentary credit facilities, (iv) foreign exchange options, (v) rental payments under leases and hire purchase agreements and instalments under conditional sale agreements (in all cases whether in respect of land, machinery, equipment or otherwise) entered into primarily as a method of raising finance or of financing the acquisition or use of the asset concerned, (vi) guarantees, indemnities, bonds, standby letters of credit or other instruments issued in connection with the performance of contracts and or in respect of the indebtedness of any other person (vii) invoice discounting factoring or similar facilities and (viii) the amount paid up on any share capital of any subsidiary of the Company (other than ordinary share capital) not for the time being owned by the Company or any subsidiary thereof

- 3 5 No debt incurred or security given in respect of monies borrowed or to be taken into account as monies borrowed in excess of the aforesaid limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded, but no lender or other person dealing with the Company shall be concerned to see or inquire whether such limit is observed

4 SHAREHOLDERS' RESERVE POWER

- 4 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 4 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

5 DIRECTORS MAY DELEGATE

- 5 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
- 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

7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 7 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8

- 7 2 If

7 2 1 the company only has one director for the time being, and

7 2 2 no provision of the articles requires it to have more than one director

the general rule does not apply, and the sole director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles, including those determining the quorum for directors' meetings, relating to directors' decision-making, and shall have the authority to exercise all the powers and discretions under these articles expressed to be vested in the directors generally

8 UNANIMOUS DECISIONS

- 8 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

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

- 8 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

9 CALLING A DIRECTORS' MEETING

- 9 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

- 9 2 Notice of any directors' meeting must indicate

9 2 1 its proposed date and time,

9 2 2 where it is to take place, and

9 2 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

- 9 3 Notice of a directors' meeting must be given to each director, but need not be in writing

- 9 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company at any time before or not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

10 PARTICIPATION IN DIRECTORS' MEETINGS

- 10 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- 10 1 1 the meeting has been called and takes place in accordance with the articles, and
- 10 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
- 10 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 10 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- 10 4 Without prejudice to the obligation of any director to disclose his interest in accordance with the Companies Acts, a director may vote at any meeting of the directors or of any committee of the board of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any resolution his vote shall be counted, and in relation to any such meeting as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting This article 10 4 does not apply in relation to any authorisation given pursuant to article 14 1

11 QUORUM FOR DIRECTORS' MEETINGS

- 11 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 11 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two This is subject to article 7 2 in the case of a sole director
- 11 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision
- 11 3 1 to appoint further directors, or
- 11 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

12 CHAIRING OF DIRECTORS' MEETINGS

- 12 1 The directors may appoint a director to chair their meetings
- 12 2 The person so appointed for the time being is known as the chairman
- 12 3 The directors may terminate the chairman's appointment at any time
- 12 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

13 CASTING VOTE

- 13 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- 13 2 But this does not apply if, in accordance with the articles or the Companies Acts, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

14 CONFLICTS OF INTEREST

- 14 1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest
- 14 2 Any authorisation under article 14 1 shall only be effective if the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted The provisions of article 10 4 shall not apply to any authorisation given pursuant to article 14 1
- 14 3 Any authorisation pursuant to article 14 1 may be given subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, whether at the time of authorisation or subsequently and subject always to their right to vary or terminate such authorisation at any time In particular the directors may
- 14 3 1 require that the director concerned is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the board or otherwise) related to such matter,
- 14 3 2 provide that the director concerned shall not be required to disclose any confidential information relating to such matter to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to that matter, or that office, employment or position,
- 14 3 3 allow the director concerned to absent himself from meetings of the directors at which anything relating to that matter will or may be discussed, and
- 14 3 4 allow the director concerned to make such arrangements as that director thinks fit for board and committee papers to be received and read by a professional adviser on behalf of that director

15 INTERESTS IN PROPOSED OR EXISTING TRANSACTIONS OR ARRANGEMENTS

- Subject to the provisions of the Companies Acts and provided that he complies with his obligations to declare his interest under the relevant provisions of the Companies Acts (as may be applicable), a director notwithstanding his office
- 15 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested, and

- 15 2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any holding company or subsidiary of the company or any other body corporate in which the company has an interest

16 REMUNERATION AND BENEFITS IN RELATION TO PERMITTED CONFLICTS

A director shall not, by reason of his office, be accountable to the company for any remuneration, profit or other benefit which he derives from any (i) matter which has been authorised by the directors pursuant to article 14 1 (subject, in any case to any limits or conditions to which such approval was subject), or (ii) transaction or arrangement, office or employment or interest which he is permitted to have or to enter into by virtue of article 15

17 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

18 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

19 METHODS OF APPOINTING DIRECTORS

- 19 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director
- 19 1 1 by ordinary resolution, or
- 19 1 2 by a decision of the directors
- 19 2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director
- 19 3 For the purposes of article 19 2 where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

20 TERMINATION OF DIRECTOR'S APPOINTMENT

- A person ceases to be a director as soon as
- 20 1 that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law,
- 20 2 a bankruptcy order is made against that person,
- 20 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

- 20 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,
- 20 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,
- 20 6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

21 APPOINTMENT AND REMOVAL OF DIRECTORS

- 21 1 Subject to the Act and unless and until the Company by special resolution shall otherwise determine, the maximum number of Directors (excluding any Special Director) shall be two and there shall be no minimum number of Directors
- 21 2 The office of a Director shall be vacated if
- 21 2 1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
- 21 2 2 he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors, or
- 21 2 3 he is, or may be, suffering from mental disorder and either
- (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- (b) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- 21 2 4 (not being precluded from so doing by the terms of any contract with the Company) he resigns the office of Director by notice in writing to the Company, or
- 21 2 5 in accordance with these Articles, he is removed from office by a resolution duly passed pursuant to Section 168 of the Act or by Extraordinary Resolution (but without prejudice to any right he may have to damages by reason of such removal), or
- 21 2 6 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office is vacated, or
- 21 2 7 he is removed from office pursuant to Article 22

22 SPECIAL DIRECTORS

- 22 1 For so long as Kaye Enterprises Limited (or its permitted Investor Transferee) holds Investor Shares it shall be entitled to appoint a Director of the Company who shall be

- a Special Director and to remove from office any person so appointed (and subject to removal) to appoint another person in his place
- 22 2 During any Default Period any holder of Investor Shares who has appointed a Special Director may by notice to the Company or any director or the secretary thereof declare that upon receipt of such notice that the Special Director it has appointed shall have that number of votes in relation to resolutions of the Board which exceed by one the number of votes in aggregate of the other Directors (excluding any other Special Director), including any casting vote of the Chairman
- 22 3 Any Special Director appointed pursuant to this Article shall not be required to hold any share qualification
- 22 4 Any appointment or removal of a director under this Article shall be by instrument in writing signed by the relevant appointor(s) given to any officer of the Company (not being the director the subject of the notice) or to the Company at its registered office and shall take effect on and from the date on which such instrument is so given Any officer receiving such a notice shall promptly supply a copy of it to the Company
- 22 5 A director appointed under this Article may appoint any person as an alternate without the approval of a resolution of the Directors
- 22 6 A Special Director shall be entitled to be a member of any committee of the Board and also to be appointed to the boards of such of the other members of the Group as he shall require
- 22 7 For so long as the right to appoint a Special Director under this Article subsists, upon a poll being taken in connection with a resolution of the Company in General Meeting to remove a Special Director or to restrict or delete this Article, the member entitled to appoint the same shall be entitled to exercise such total number of votes in respect of their holdings of Investor Shares as shall equal twice the total number of votes cast on such resolution by all other shareholders of the Company
- 22 8 If no Special Director is in office his powers under the Articles may be exercised and enjoyed by the member(s) entitled to appoint him
- 22 9 For so long as the right to appoint a Special Director under this Article subsists the holder of the Investor Shares entitled to make such appointment may in the same manner as provided in this Article nominate an observer to fulfil the role of such Investor Director in lieu of or in addition to such Investor Director (a "Special Observer")
- 22 10 A Special Observer shall be entitled to all the rights (other than to vote at meetings of the Board) of a Special Director and, in a particular but without limitation, to receive notice or attend all meetings of the Board, but shall not by virtue of such nomination become a director or alternate director of the Company

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 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

25 **ALTERNATE DIRECTORS**

- 25 1 Any director ("appointor") 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 appointor, or in any other manner approved by the directors

26 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 26 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
- 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
- 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
- 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 present (but only if that person's appointor is not participating),
- 26 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
- 26 3 3 shall not be counted as more than one director for the purposes of articles 26 3 1 and 26 3 2
- 26 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
- 26 5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

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

28 **SECRETARY**

The company shall not be required to have a company secretary. However, the directors may, in their discretion and from time to time, 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

29 **SHARES**

- 29 1 The authorised share capital of the Company as at the date of the adoption of these Articles is £100,000 divided into 90,000 Preference Shares and 10,000 Ordinary Shares

30 **INCOME**

- 30 1 The holders of the Preference Shares as a class shall be entitled to receive in priority to any payment by way of dividend to the holders of any other class of shares and the Company shall pay to such holders in respect of each Relevant Financial Year (and

- proportionately for any part thereof) a fixed cumulative preferential dividend ("the Preference Dividend") at the rate of eight (8) per cent on the amount (including premium) from time to time paid up on the Preference Shares respectively held by them
- 30 2 For the purposes of the Preference Dividend a Relevant Financial Year shall be the Financial Year ending on 30 April 2011 and each subsequent Financial Year
- 30 3 The Preference Dividend shall be deemed to accrue from day to day commencing on the date of issue of the relevant Preference Shares and (without prejudice to any provisions of these Articles requiring earlier payment in certain circumstances) shall be calculated to 31 October and 30 April in each year Payment of such dividends shall be made on 31 December (in respect of the dividend calculated to 31 October) and 30 June (in respect of the dividend calculated to 30 April) with the first such payment being made on 30 June 2011 in respect of the period from 1 August 2010 up to 30 April 2011
- 30 4 The Preference Dividend shall ipso facto and without any resolution of the Board or of the Company in general meeting (and notwithstanding anything contained in these Articles) of Table A) accrue from day to day and on the due date for payment and immediately payable by the Company to holders of the Preference Shares
- 30 5 If by reason of any principle of law the Company is unable to pay in full on any due date for payment under these Articles ("a dividend payment date"), any instalment of the Preference Dividend to any of the holders of the Preference Shares which would otherwise be required to be paid on that dividend payment date (any such dividend being referred to below as the "relevant dividend") then
- 30 5 1 on the relevant dividend payment date, the Company shall pay to such holders (in proportion to the numbers of Preference Shares held by them) on account of the relevant dividend, the maximum sum (if any) which can then, consistently with any such principle of law be properly paid by the Company in accordance with these Articles, and
- 30 5 2 on every succeeding dividend payment date or, if earlier, such earlier date(s) as shall be demanded in writing by the holders of a Majority of the Preference Shares, the Company shall pay to such holders, on account of the balance of the relevant dividend for the time being remaining outstanding (together with accrued interest), and until the relevant dividend shall have been paid in full, the maximum sum (if any) which on each such date can then, consistently with any such principle of law be properly paid by the Company in accordance with these Articles
- 30 6 Any arrears of Preference Dividend shall carry interest at the Interest Rate from each dividend payment date until payment in full, even if the reason for non-payment of any dividend is that it would be unlawful for that dividend to be paid by the Company Subject to the Act any such interest shall be payable on demand

31 CAPITAL

- 31 1 On a return of assets on liquidation or otherwise, the assets of the Company remaining after payment of its debts and liabilities and available for distribution to

- holders of Preference Shares and Ordinary Shares shall be applied in the following manner and order of priority
- 31 1 1 first, in paying to the holders of the Preference Shares all unpaid arrears and accruals of Preference Dividend thereon (calculated as at the date of return of assets and irrespective of whether or not the same have been earned or declared) and all accrued but unpaid interest thereon,
 - 31 1 2 secondly, in paying to the holders of the Preference Shares the amounts respectively paid up or credited as paid up thereon and any further amounts which would be payable thereon, if redeemed at that time under Article 32 together with any unpaid but accrued interest thereon,
 - 31 1 3 lastly, the balance (if any) ("the Remaining Assets") shall be distributed to the Ordinary Shares
- 31 2 On a Sale, the total consideration received in respect of the Preference Shares and Ordinary Shares shall be allocated and held on trust and distributed between the sellers of such shares to the extent necessary to ensure that such consideration is apportioned in the priority provided in Article 31 1

32 REDEMPTION : PREFERENCE SHARES

- 32 1 Subject to the provisions of the Act, the Company shall redeem the Preference Shares for the time being outstanding and fully paid on 31 July 2015
- 32 2 Notwithstanding Article 32 1, and subject to the provisions of the Act , the Company shall have the right at any time to redeem all or some of the Preference Shares for the time being outstanding and fully paid, upon giving to the holders of the Preference Shares as are to be redeemed not less than twenty-eight days prior notice in writing (or as such lesser period as agreed with Investor Consent) of its intention in that respect (the last day of such notice period also being referred to below as the "Redemption Date")
- 32 3 Any redemption of Preference Shares under Article 32 2 shall be subject to a minimum redemption of 10,000 shares
- 32 4 On the occurrence of a Redemption Event or as soon thereafter as the Company shall be able to comply with the provisions of the Act relating to redemption, all of the Preference Shares not previously redeemed shall be redeemed The date of such required redemption is also referred to below as a "Redemption Date"
- 32 5 On or before the Redemption Date each of the holders of the shares concerned shall be bound to deliver to the Company at its registered office the certificate for such of the shares concerned as are held by him (or an appropriate indemnity in such form as the Company may reasonably require) in order that the same may be cancelled Upon such delivery the Company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the Register of Members of the Company in respect of such shares) the amount due to him in respect of such redemption as set out in Article 32 6 against the delivery of a proper receipt for the redemption moneys payable in respect thereof If any certificate so delivered to the Company includes any Preference Shares not to be redeemed on the relevant Redemption Date a fresh certificate for such Preference Shares not so redeemed shall be issued to the holder or holders delivering such certificate to the Company

- 32 6 There shall be paid on the redemption of each Preference Share (i) the par value of such share, (ii) all arrears and accruals of Preference Dividend (whether declared or not) relating thereto, and (iii) all interest payable thereon as provided herein, calculated up to and including the Redemption Date
- 32 7 If any amount due to be paid by the Company on a redemption of Preference Shares as provided above is not paid on the due date, the amount for the time being outstanding shall bear interest until paid at the Interest Rate, even if the reason for non-payment is that it would be unlawful for the Company to make payment of the redemption or other monies concerned Subject to the Act, any such interest shall be payable on demand
- 32 8 The Preference Dividend payable on each Preference Share shall cease to accrue as from the date fixed for redemption thereof unless, upon the presentation of the certificate relating thereto (or an appropriate indemnity aforesaid) and a receipt for the redemption monies duly signed and authenticated in such manner as the Directors may reasonably require, payment of the redemption monies is refused by the Company
- 32 9 The Company shall procure that the profits of each of its subsidiaries for the time being available for distribution shall be paid to it by way of dividend if, and to the extent that, but for such payment the Company would not itself otherwise have sufficient profits available for distribution to pay any amounts due under this Article

33 VOTING RIGHTS

- 33 1 The holders of the Preference Shares shall have the right to receive notice of all General Meetings of the Company but shall have no right to attend or vote thereat either in person or by proxy by virtue or in respect of their holdings of Preference Shares unless
- 33 1 1 the meeting is held during a Default Period, or
- 33 1 2 the business of the meeting includes a resolution for the winding up of the Company and/or directly or indirectly altering or abrogating any of the special rights and privileges attaching to the Preference Shares,
- in which event (save as otherwise provided in these Articles) each holder of Preference Shares present in person or by proxy or corporate representative shall be entitled on a show of hands to one vote and on a poll to one vote for every Preference Share of which he is the holder PROVIDED THAT in the case of Article 33 1 2 the holders of Preference Shares shall be entitled to vote only on such resolution and not any other resolution proposed at the same meeting

34 CLASS CONSENTS: INVESTOR SHARES

- 34 1 While any Preference Shares remain to be redeemed, Investor Consent shall be required before the Company shall
- 34 1 1 except as expressly provided in the Investment Agreement create or allot or issue any further shares or grant or agree to grant to any person any option or right to subscribe for convert into or otherwise to require the issue or

- allotment of any shares or the creation or allotment or issue of shares, except to the Company or a wholly owned subsidiary thereof,
- 34 1 2 pass a resolution for the reduction or cancellation of its share capital or the reduction of any uncalled liability in respect thereof,
- 34 1 3 purchase or redeem the whole or any part of its share capital (save for the Preference Shares) other than in accordance with the terms of issue of any class of share capital,
- 34 1 4 modify vary alter or abrogate any of the rights privileges or restrictions attaching to any of the classes of its share capital,
- 34 1 5 sell transfer lease licence or otherwise dispose of the whole or any material part of its business undertaking or assets whether by a single transaction or series of transactions related or not,
- 34 1 6 make or permit any material alteration (including cessation) to the general nature of the business carried on by it from time to time,
- 34 1 7 establish or adopt or operate any retirement death or disability scheme or any bonus or profit sharing scheme or any share option scheme, employee share ownership plan or employees trust or other similar incentive scheme,
- 34 1 8 change its corporate name or any name under which it carries on its business or any material part thereof,
- 34 1 9 make any alteration to its Memorandum and Articles of Association,
- 34 1 10 pass any resolution or seek any order or take any steps with a view to the liquidation, winding up or striking off dissolution or administration or receivership of any member of the Group or the equivalent in any other jurisdiction,
- 34 1 11 except for any dividends due or payable on Preference Shares make any distribution by way of dividend or otherwise out of its profits or reserves,
- 34 1 12 issue redeem or purchase any loan stock or loan notes, or
- 34 1 13 enter into any agreement, commitment or arrangement to do any of the foregoing
- 34 2 While any Preference Shares remain to be redeemed, Investor Consent shall be required before the Company
 - 34 2 1 make or provide any loan or financial facility other than (i) credit given in the ordinary course of business or (ii) loans to the Company or any subsidiary thereof and (iii) loans not exceeding £1,000 in the aggregate to any individual director or employee by way of advance to cover reasonable business expenses (iv) by way of season ticket loan to any individual director or employee,
 - 34 2 2 give any guarantee suretyship or indemnity or similar liability in respect of the obligations of any person firm or company other than the Company or a wholly owned subsidiary thereof,
 - 34 2 3 enter into any factoring or invoice discounting arrangements in respect of its debts,
 - 34 2 4 permit or allow or do anything which results or will result in a breach of Articles 3 2 and 3 3,

- 34 2 5 acquire share or loan capital of another company wherever incorporated (other than by way of formation of a wholly owned subsidiary) or any business or undertaking,
- 34 2 6 dispose of or dilute its interest directly or indirectly in any subsidiary or subsidiary undertaking,
- 34 2 7 save as expressly contemplated by any budgets expressly approved with Investor Consent in writing for this purpose, incur in any accounting period any capital expenditure or enter into any capital commitment (which expression shall include without limitation the entry into any transactions involving the taking by it or its own acquisition on hire and/or hire purchase of plant machinery or any conditional sale or deferred payment arrangement) exceeding in the aggregate £5,000 or such other limit as may from time to time be approved with Investor Consent,
- 34 2 8 acquire, develop, dispose, relocate or close any property or premises or business outlet (freehold or leasehold) or any interest therein other than by way of renewal of any lease previously held by the Company or the subsidiary concerned on fair market terms,
- 34 2 9 enter into any agreement to occupy or permit any third party to occupy any property or premises (whether freehold or leasehold) or vary any of the material terms under which it occupies or permits any third party to occupy any property or premises,
- 34 2 10 enter into or vary any of the material terms of any material agreement for the acquisition and/or user or other exploitation (whether by a member of the Group or a third party) of any intellectual property rights,
- 34 2 11 engage or dismiss or enter into or terminate any agreement of service or for services with any director or Senior Executive,
- 34 2 12 make any material change to the remuneration or benefits (including but not limited to agreeing the extent of such benefits) or other terms of employment or engagement any of its directors or Senior Executives or grant any material waiver or consent in respect thereof,
- 34 2 13 make payment by way of bonus or profit share to, any of its directors or Senior Executives and then only (in the case of a bonus or profit share payments) in amounts approved by a remuneration committee of the Board consisting of a majority of non-executive directors,
- 34 2 14 appoint or remove any director (other than an alternate director or a Special Director pursuant to these Articles),
- 34 2 15 enter into any transaction or arrangement which is not either properly ancillary to or in the normal and ordinary course of conducting its business,
- 34 2 16 enter into any transaction or arrangement which is not on arm's length terms or which is of a particularly long term or unusual nature,
- 34 2 17 enter into or in any material respect vary the terms of or grant any material waiver or consent in respect of an agreement or a transaction with any person who is or has in the previous twelve months been a director or shareholder director or shareholder of the Company or connected person of a director or shareholder director or shareholder (save as expressly contemplated by the Investment Agreement or for an agreement or transaction in the ordinary

course of its trade and which in the reasonable opinion of a Special Director is not material to the Group as a whole),

34 2 18 remove its Auditors or appoint any new or additional Auditors, except in the case of a subsidiary or subsidiary undertaking of the Company to remove its auditors and appoint in their place the auditors of the Company,

34 2 19 change its accounting reference date (except, in the case of a subsidiary, to conform with that of the Company), or

34 2 20 enter into any agreement, commitment or arrangement to do any of the foregoing

34 3 Anything done without the necessary consent required under Article 34 1 or Article 34 2 or in breach of the terms and conditions of any such consent shall be deemed to be a breach and variation of the class rights of the Investor Shares

35 ALLOTMENT OF SHARES

35 1 The directors have the powers given by section 550 of the 2006 Act to allot shares in the company, or to grant rights to subscribe for or to convert any security into shares in the company

35 2 In accordance with section 567(1) of the 2006 Act, sections 561 and 562 of the 2006 Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the 2006 Act) by the company

36 POWERS TO ISSUE DIFFERENT CLASSES OF SHARES

36 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

36 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

37 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

38 SHARE CERTIFICATES

38 1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

38 2 Every certificate must specify

38 2 1 in respect of how many shares, of what class, it is issued,

38 2 2 the nominal value of those shares,

38 2 3 the amount paid up on them, and

- 38 2 4 any distinguishing numbers assigned to them
- 38 3 No certificate may be issued in respect of shares of more than one class
- 38 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 38 5 Certificates must
 - 38 5 1 have affixed to them the company's common seal, or
 - 38 5 2 be otherwise executed in accordance with the Companies Acts

39 REPLACEMENT SHARE CERTIFICATES

- 39 1 If a certificate issued in respect of a shareholder's shares is
 - 39 1 1 damaged or defaced, or
 - 39 1 2 said to be lost, stolen or destroyedthat shareholder is entitled to be issued with a replacement certificate in respect of the same shares
- 39 2 A shareholder exercising the right to be issued with such a replacement certificate
 - 39 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 39 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and
 - 39 2 3 must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the directors decide

40 COMPANY'S LIEN OVER PARTLY PAID SHARES

- 40 1 The company has a lien ("company's lien") over every share which is partly paid for any part of
 - 40 1 1 that share's nominal value, and
 - 40 1 2 any premium at which it was issuedwhich has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it
- 40 2 The company's lien over a share
 - 40 2 1 takes priority over any third party's interest in that share, and
 - 40 2 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share
- 40 3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

41 ENFORCEMENT OF THE COMPANY'S LIEN

- 41 1 Subject to the provisions of this article, if
 - 41 1 1 a lien enforcement notice has been given in respect of a share, and
 - 41 1 2 the person to whom the notice was given has failed to comply with it,the company may sell that share in such manner as the directors decide
- 41 2 A lien enforcement notice

- 41 2 1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- 41 2 2 must specify the share concerned,
- 41 2 3 must require payment of the sum payable within 14 days of the notice,
- 41 2 4 must be addressed either to the holder of the share or to a transmittee of that holder, and
- 41 2 5 must state the company's intention to sell the share if the notice is not complied with
- 41 3 Where shares are sold under this article
 - 41 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - 41 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- 41 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
 - 41 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - 41 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice
- 41 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date
 - 41 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 41 5 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

42 CALL NOTICES

- 42 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice ("call notice") to a shareholder requiring the shareholder to pay the company a specified sum of money ("call") which is payable in respect of shares which that shareholder holds at the date when the directors decide to send the call notice
- 42 2 A call notice
 - 42 2 1 may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value for any amount payable to the company by way of premium),
 - 42 2 2 must state when and how any call to which it relates it is to be paid, and

- 42 2 3 may permit or require the call to be paid by instalments
- 42 3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 days have passed since the notice was sent
- 42 4 Before the company has received any call due under a call notice the directors may
- 42 4 1 revoke it wholly or in part, or
- 42 4 2 specify a later time for payment than is specified in the notice
- by a further notice in writing to the shareholder in respect of whose shares the call is made

43 **LIABILITY TO PAY CALLS**

- 43 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid
- 43 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- 43 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them
- 43 3 1 to pay calls which are not the same, or
- 43 3 2 to pay calls at different times

44 **WHEN CALL NOTICE NEED NOT BE ISSUED**

- 44 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium)
- 44 1 1 on allotment,
- 44 1 2 on the occurrence of a particular event, or
- 44 1 3 on a date fixed by or in accordance with the terms of issue
- 44 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

45 **FAILURE TO COMPLY WITH CALL NOTICE - AUTOMATIC CONSEQUENCES**

- 45 1 If a person is liable to pay a call and fails to do so by the call payment date
- 45 1 1 the directors may issue a notice of intended forfeiture to that person, and
- 45 1 2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate
- 45 2 For the purposes of this article
- 45 2 1 the “call payment date” is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the “call payment date” is that later date,
- 45 2 2 the “relevant rate” is

- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
 - (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
 - (c) if no rate is fixed in either of these ways, 5 per cent per annum
- 45 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a)
- 45 4 The directors may waive any obligation to pay interest on a call wholly or in part

46 NOTICE OF INTENDED FORFEITURE

- A notice of intended forfeiture
- 46 1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- 46 2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- 46 3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice,
- 46 4 must state how the payment is to be made, and
- 46 5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

47 DIRECTORS' POWER TO FORFEIT SHARES

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

48 EFFECT OF FORFEITURE

- 48 1 Subject to the articles, the forfeiture of a share extinguishes
- 48 1 1 all interest in that share, and all claims and demands against the company in respect of it, and
 - 48 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company
- 48 2 Any share which is forfeited in accordance with the articles
- 48 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,
 - 48 2 2 is deemed to be the property of the company, and
 - 48 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit
- 48 3 If a person's shares have been forfeited
- 48 3 1 the company must send that person notice that forfeiture has occurred and record it in the register of members,
 - 48 3 2 that person ceases to be a shareholder in respect of those shares,

- 48 3 3 that person must surrender the certificate for the shares forfeited to the company for cancellation,
- 48 3 4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
- 48 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 48 4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

49 **PROCEDURE FOLLOWING FORFEITURE**

- 49 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- 49 2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date
 - 49 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 49 2 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share
- 49 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
- 49 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which
 - 49 4 1 was, or would have become, payable, and
 - 49 4 2 had not, when that share was forfeited, been paid by that person in respect of that sharebut no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

50 **SURRENDER OF SHARES**

- 50 1 A shareholder may surrender any share
 - 50 1 1 in respect of which the directors may issue a notice of intended forfeiture,
 - 50 1 2 which the directors may forfeit, or
 - 50 1 3 which has been forfeited
- 50 2 The directors may accept the surrender of any such share
- 50 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

- 50 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

51 **SHARE TRANSFERS - GENERAL**

- 51 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 and, unless the shares are fully paid, the transferee
- 51 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 51 3 The company may retain any instrument of transfer which is registered
- 51 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 51 5 No shares or any interest therein shall be transferred and the Directors shall not register any transfer of shares in the Company other than a Permitted Transfer and, subject only to Article 53, the Directors shall be obliged to register a Permitted Transfer

52 **SPECIAL TRANSFER RESTRICTIONS**

- 52 1 No transfer of Ordinary Shares or any interest therein shall be made or registered without Investor Consent except
- 52 1 1 After the redemption of all Preference Shares, or
- 52 1 2 where made in accordance with Article 9 (*Expressly Permitted Transfers*) or 55 (*Third Party Transfers*)

53 **EXPRESSLY PERMITTED TRANSFERS**

- 53 1 The Investor may transfer all or any of its shares to a Permitted Investor Transferee

54 **MANDATORY TRANSFERS**

- 54 1 Subject to Articles 54 2 if a person becomes a Leaver or is given or gives notice to terminate his employment or engagement in circumstances where he will as a result become a Leaver he shall, if and to the extent required by the Directors or any Special Director by notice in writing given to him (or his personal representative, as appropriate) at any time and from time to time during the period of twelve months following his Leaving Date, give a Mandatory Transfer Notice or Notices in respect of all or any of his or their Relevant Shares
- 54 2 The Board may from time to time agree in writing, with Investor Consent, to exclude any one individual from the provisions of Article 54 1, whether in respect of all or a designated proportion of his or their Relevant Shares (the "Exempted Shares") With effect from the written determination and service of written notice thereof on the relevant Leaver, each of the Exempted Shares shall be re-designated as a Non-Voting Share having the rights and being subject to the restrictions set out in these Articles and the aggregate number of votes attaching to the other shares in the Company of the

same class as the Exempted Shares shall be adjusted so as to be equal to the number of votes attaching to all shares of that class immediately prior to re-designation of the Exempted Shares pursuant to this Article, on the basis that the additional votes attributed to such shares shall be attributed amongst the holders thereof pro-rata to the number of shares of that class that they hold, and so that any fractional entitlement to vote shall be disregarded

- 54 3 A person entitled to shares in consequence of the death bankruptcy receivership or liquidation of a member shall be bound at any time within eighteen months of becoming so entitled, if and when called upon in writing by the Directors or a Special Director so to do, to give a Mandatory Transfer Notice in respect of all shares then registered in the name of the deceased or insolvent member unless such person is, or shall (within twenty-one days of becoming so entitled) transfer such shares to, a person to whom shares may be transferred pursuant to Article 53
- 54 4 If a third party lender enforces its security over any Ordinary Shares that are charged to it, the registered holder of the charged Ordinary Shares will if so notified by any Investor or a Special Director by written notice at any time after such event be deemed to have given a Mandatory Transfer Notice in respect of the shares that have been charged to a third party lender
- 54 5 For the purpose of ensuring that a transfer of shares is in accordance with the provisions of these Articles and duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may (and shall if required by a Special Director) from time to time require any member or past member (including any one or more of joint holders of shares) or the legal personal representatives or the trustee in bankruptcy of any member or any person named as a transferee in any instrument of transfer lodged for registration, to furnish to the Company such information and evidence as the Directors (including any Special Director) may reasonably think fit regarding any matter which they may reasonably deem relevant to such purpose
- 54 6 If any information or evidence requested under Article 54 4 is not provided to the reasonable satisfaction of the Directors (including any Special Director) within fourteen days after such a request, the Directors may (and will if required by any Special Director) refuse to register the transfer in question or (in case no transfer is in question) require by notice in writing that a Mandatory Transfer Notice is given in respect of the shares concerned If such information or evidence discloses that in the reasonable opinion of the Directors a Transfer Notice ought to have been given in respect of any shares the Directors may (and will if required by any Special Director) by notice in writing require that a Mandatory Transfer Notice is given pursuant to these Articles in respect of the shares concerned
- 54 7 Where under the provisions of these Articles a Mandatory Transfer Notice is required to be given in respect of any shares but it is not given within a period of fourteen days of demand therefore being made or within any other period specified it shall, be deemed to have been given on the fourteenth day after such demand is made or at the end of the relevant specified period, as appropriate

55 **THIRD PARTY TRANSFERS**

- 55 1 Subject to Articles 52, 53 and 54, no shares or any interest therein shall be transferred or disposed of whether by way of sale or otherwise except in accordance with the following provisions of this Article 55
- 55 2 Every holder of shares or person entitled to be registered in respect of a share or shares of the Company who intends to transfer or dispose of any share or shares registered in his name and/or to which he is so entitled or any interest therein ("the Proposed Transferor") shall give notice in writing to the Directors of such intention ("a Transfer Notice")
- 55 3 A Transfer Notice shall specify the number and class of shares which the Proposed Transferor intends to transfer and where a Transfer Notice is given or deemed given in respect of shares of more than one class, a separate Transfer Notice shall be deemed to have been given in respect of each such class of share
- 55 4 A Voluntary Transfer Notice may provide as a condition ("a Total Transfer Condition") that unless all the shares specified or deemed comprised therein are sold to persons found by the Company pursuant to this Article none shall be sold, and except as hereinafter provided, a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of the Board and with Investor Consent
- 55 5 A Transfer Notice shall constitute the Company the agent of the Proposed Transferor to sell all the shares specified or deemed comprised therein ("the Offered Shares") in accordance with the provisions of this Article
- 55 6 Upon the expiry of seven days after determination of the Transfer Value of the Offered Shares as provided below and, provided the Proposed Transferor shall not have withdrawn the Transfer Notice as permitted in Article 55 15, the Directors shall forthwith by notice in writing inform each of the members (other than the Proposed Transferor) including the Preference share holder(s) of the number of and the price (being the Transfer Value) of the Offered Shares and invite each member including the Preference share holder(s) to apply in writing to the Company within twenty one days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application
- 55 7 The Directors shall, within seven days after the end of the twenty one day period referred to in Article 55 6, notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to Article 55 6 and, if the Directors have found such a purchaser or purchasers in respect of some only of the Offered Shares and the Transfer Notice properly contained a Total Transfer Condition, the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole but not in part) within five days of such notification
- 55 8 During the three months following the end of the period of seven days referred to in Article 55 7 the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under that paragraph) may (subject to Article 52 transfer to any person or persons at any price per share (not being less than the Transfer Value thereof determined aforesaid) any share not allocated in accordance with the provisions of

- this Article, except that if he has withdrawn the Transfer Notice under Article 55 7, he may not sell some only of the Offered Shares except with the Investor Consent
- 55 9 If within the period of twenty-one days referred to in Article 55 6 applications are found for all or (except where the Transfer Notice is withdrawn under Article 55 7) any of the Offered Shares, the Directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid) amongst the applicants and, to the extent there is competition between such remaining applicants, pro rata to the number of such shares of which they are respectively registered as holders
- PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Offered Shares applied for by him as aforesaid and that all requisite adjustments shall be made in the event that any applicant allocated Offered Shares shall fail to complete the purchase of the same when required in accordance with this Article
- 55 10 The Directors shall forthwith give notice in writing of the allocations of Offered Shares made pursuant to Article 55 9 (an "Allocation Notice") to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and (provided that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to Article 55 7) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the Transfer Value thereof An Allocation Notice shall state the names and address of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the Directors in such Notice being not less than seven days nor more than twenty eight days after the date of such Notice
- 55 11 If the Proposed Transferor having become bound as aforesaid makes default in accepting payment of the purchase price for any Offered Share or, as the case may be, in transferring the same, the Directors or any Special Director may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the Proposed Transferor and thereafter when such instrument has been duly stamped the Directors shall cause the name of the transferee to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor The receipt of the Directors or any Special Director for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person
- 55 12 Where a Voluntary Transfer Notice is given by an Investor the Transfer Value shall be such price per share as the Proposed Transferor shall specify in such Transfer Notice or, if no such price is specified, the Transfer Value agreed or determined under Article 55 13
- 55 13 Subject to Article 55 12, the Transfer Value per share of any shares to be transferred pursuant to the provisions of these Articles shall be such sum as may be agreed between the Proposed Transferor and the Directors (with Investor Consent) within twenty-eight days of the service or deemed service upon the Company of a Transfer Notice in which the Offered Shares are comprised or, in default of such agreement,

- such sum as the Determining Accountant shall report in writing as being in his opinion the fair value thereof on the Relevant Date (as defined below) ("the Fair Value") on the following basis
- 55 13 1 assuming a sale as between a willing vendor and a willing purchaser of the whole of the issued shares of the Company in the open market,
- 55 13 2 by attributing to each class of shares such proportion of the sum calculated above as the Determining Accountant shall consider appropriate, and
- 55 13 3 by determining the Transfer Value per share of the Offered Shares by dividing the total value determined as aforesaid of the issued shares of the same class as (and including) the Offered Shares by the number of shares of such class then in issue
- 55 14 For the purposes of Article 55 13
- 55 14 1 the Determining Accountant shall be the Auditors or, on the application of the Proposed Transferor, a chartered accountant appointed by agreement between the parties within seven days following the expiration of the period of twenty-eight days referred to in Article 55 13 or, failing such agreement, such valuer as is appointed (on the application of the Proposed Transferor or the Directors) by the President for the time being of the Institute of Chartered Accountants in England and Wales,
- 55 14 2 the "Relevant Date" shall mean
- (a) in the case of a Voluntary Transfer Notice, the date on which it was given, or
 - (b) the Leaving Date of the relevant Leaver, where a Mandatory Transfer Notice is given by a Leaver or a Relevant Member of a Leaver pursuant to Article 54 1 or when it could have been so required, and
 - (c) in the case of any other Mandatory Transfer Notice, the date on which it was given or (if earlier) first required to be given under these Articles, and
- 55 14 3 the Determining Accountant shall be deemed to be acting as an expert and not as arbitrator and his report shall be in writing and addressed and produced to the Proposed Transferor and the Company and shall be final and binding, in the absence of manifest error therein The Directors shall procure that any Report required hereunder is obtained with due expedition and (save as provided in Article 55 15) the cost of obtaining such Report shall be shared equally the Proposed Transferor and the Company
- 55 15 In the case of a Voluntary Transfer Notice where the Transfer Value is required to be determined by the Determining Accountant under Article 55 13, the Proposed Transferor shall have the right (at any time before the expiry of seven days after issue of the report by the Determining Accountant as to the Transfer Value of the Offered Shares and even if the Determining Accountant has not been appointed at the time) to withdraw the Transfer Notice by giving notice of such withdrawal to the Directors in writing and in such event he shall be responsible for the costs and expenses of the Determining Accountant referred to in Article 55 14 insofar as incurred prior to the date the Transfer Notice was withdrawn
- 55 16 Upon receipt of a written application from any member holding shares in the Company, and subject to payment by him of the costs thereby incurred, the Directors

shall request the Auditors to state the sum which in their opinion is the Fair Value of the share or shares being the subject of such application and such statement shall be certified in writing by the Auditors (acting as experts and not as arbitrators) Any member holding shares in the capital of the Company shall be entitled at any time to make an application to the Directors in pursuance of this Article and such application shall not be deemed to constitute a notice of his intention to transfer shares within the meaning of these Articles

56 TRANSMISSION OF SHARES

- 56 1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share
- 56 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require
- 56 2 1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
- 56 2 2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had
- 56 3 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 holder's death or bankruptcy or otherwise, unless they become the holders of those shares

57 EXERCISE OF TRANSMITTEES' RIGHTS

- 57 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
- 57 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
- 57 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

58 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person nominated under article 56 2, has been entered in the register of members

59 PROCEDURE FOR DECLARING DIVIDENDS

- 59 1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

- 59 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.
- 59 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 59 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 59 5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 59 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.
- 59 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.

60 CALCULATION OF DIVIDENDS

- 60 1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be
- 60 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - 60 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 60 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 60 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

61 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 61 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:
- 61 1 1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - 61 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,

- 61 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
- 61 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
- 61 2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable
 - 61 2 1 the holder of the share, or
 - 61 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or
 - 61 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

62 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

- 62 1 If
 - 62 1 1 a share is subject to the company's lien, and
 - 62 1 2 the directors are entitled to issue a lien enforcement notice in respect of itthey may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice
- 62 2 Money so deducted must be used to pay any of the sums payable in respect of that share
- 62 3 The company must notify the distribution recipient in writing of
 - 62 3 1 the fact and amount of any such deduction,
 - 62 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
 - 62 3 3 how the money deducted has been applied

63 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
- 63 1 the terms on which the share was issued, or
 - 63 2 the provisions of another agreement between the holder of that share and the company

64 UNCLAIMED DISTRIBUTIONS

- 64 1 All dividends or other sums which are
 - 64 1 1 payable in respect of shares, and
 - 64 1 2 unclaimed after having been declared or become payablemay be invested or otherwise made use of by the directors for the benefit of the company until claimed

- 64 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
- 64 3 If
- 64 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
- 64 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

65 NON-CASH DISTRIBUTIONS

- 65 1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)
- 65 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
- 65 2 1 fixing the value of any assets,
- 65 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- 65 2 3 vesting any assets in trustees

66 WAIVER OF DISTRIBUTIONS

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

- 66 1 the share has more than one holder, or
- 66 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

67 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 67 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution
- 67 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

- 67 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
- 67 2 Capitalised sums must be applied
 - 67 2 1 on behalf of the persons entitled, and
 - 67 2 2 in the same proportions as a dividend would have been distributed to them
- 67 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
- 67 4 A capitalised sum which was appropriated from profits available for distribution may be applied
 - 67 4 1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
 - 67 4 2 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
- 67 5 Subject to the articles the directors may
 - 67 5 1 apply capitalised sums in accordance with articles 67 3 and 67 4 partly in one way and partly in another,
 - 67 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
 - 67 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

68 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 68 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
- 68 2 A person is able to exercise the right to vote at a general meeting when
 - 68 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 68 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
- 68 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
- 68 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
- 68 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

69 QUORUM FOR GENERAL MEETINGS

69 1 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 at the time when the meeting proceeds to business

69 2 Where, for the time being, the company has only one member, one qualifying person present at a meeting is a quorum. Otherwise the quorum is two qualifying persons unless

69 2 1 each is a qualifying person only because he is authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation, or

69 2 2 each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member

70 CHAIRING GENERAL MEETINGS

70 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

70 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

70 2 1 the directors present, or

70 2 2 (if no directors are present), the meeting

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

70 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

71 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

71 1 Directors may attend and speak at general meetings, whether or not they are shareholders

71 2 The chairman of the meeting may permit other persons who are not

71 2 1 shareholders of the company, or

71 2 2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

72 ADJOURNMENT

72 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

72 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

- 72 2 1 the meeting consents to an adjournment, or
- 72 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
- 72 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 72 4 When adjourning a general meeting, the chairman of the meeting must
 - 72 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
 - 72 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 72 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)
 - 72 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 72 5 2 containing the same information which such notice is required to contain
- 72 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

73 **VOTING - GENERAL**

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

74 **ERRORS AND DISPUTES**

- 74 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
- 74 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

75 **POLL VOTES**

- 75 1 A poll on a resolution may be demanded
 - 75 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 75 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
- 75 2 A poll may be demanded by
 - 75 2 1 the chairman of the meeting,
 - 75 2 2 the directors,
 - 75 2 3 two or more persons having the right to vote on the resolution, or
 - 75 2 4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution
- 75 3 A demand for a poll may be withdrawn if

- 75 3 1 the poll has not yet been taken, and
75 3 2 the chairman of the meeting consents to the withdrawal
A demand so withdrawn shall not invalidate the result of a show of hands declared
before the demand was made
75 4 Polls must be taken immediately and in such manner as the chairman of the meeting
directs

76 CONTENT OF PROXY NOTICES

- 76 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice")
which
76 1 1 states the name and address of the shareholder appointing the proxy,
76 1 2 identifies the person appointed to be that shareholder's proxy and the general
meeting in relation to which that person is appointed,
76 1 3 is signed by or on behalf of the shareholder appointing the proxy, or is
authenticated in such manner as the directors may determine, and
76 1 4 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 (provided that in calculating such
period no account shall be taken of any part of a day that is not a working
day) and in accordance with any instructions contained in the notice of the
general meeting to which they relate
and a proxy notice which is not delivered in such manner shall be invalid, unless the
directors, in their discretion, accept the notice at any time before the meeting
76 2 The company may require proxy notices to be delivered in a particular form, and may
specify different forms for different purposes
76 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
76 4 Unless a proxy notice indicates otherwise, it must be treated as
76 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
76 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

77 DELIVERY OF PROXY NOTICES

- 77 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
77 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
77 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

- 77 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

78 AMENDMENTS TO RESOLUTIONS

- 78 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 78 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
- 78 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 78 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- 78 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 78 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 78 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

79 MEANS OF COMMUNICATION TO BE USED

- 79 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 2006 Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 79 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
- 79 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

80 COMPANY SEALS

- 80 1 Any common seal may only be used by the authority of the directors
- 80 2 The directors may decide by what means and in what form any common seal is to be used
- 80 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

- 80 4 For the purposes of this article, an authorised person is
- 80 4 1 any director of the company,
 - 80 4 2 the company secretary (if any), or
 - 80 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

81 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

82 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

83 INDEMNITY AND INSURANCE

- 83 1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the Company (other than any person, whether an officer or not, engaged by the Company as auditor) shall be indemnified and kept indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company
- 83 2 Without prejudice to any indemnity to which a director may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these articles), the directors shall, to the extent permitted by the Companies Acts, have the power to grant, on such terms as they see fit, to any director or other officer of the Company, an indemnity or indemnities out of the assets of the Company in respect of any liability incurred by him as such, and to amend, vary or extend the terms of such indemnity so granted, again on such terms as the directors see fit
- 83 3 The directors shall have the power to purchase and maintain indemnity insurance for any director, as contemplated by section 233 of the 2006 Act
- 83 4 Subject to the Companies Acts, the directors shall have the power to make a loan to any director or otherwise do anything to enable a director to avoid incurring expenditure in defending himself in an investigation by a regulatory authority, or against action proposed to be taken by a regulatory authority, or in any criminal or civil proceedings or in connection with any application under sections 661(3) or 1157 of the 2006 Act

83 5 This article shall not be deemed to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Companies Acts