

**Company no. 07600962**

**Written Resolutions of ITEC Training Solutions (Holdings) Limited ("ITEC")**

Resolutions passed as written resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006

The following resolutions were duly passed as special resolutions on 24 January 2019:

**Special Resolutions**

1. **THAT** the articles of association in the form of the document attached to this Resolution be and are hereby adopted as the new articles of association of ITEC (the "**Articles**") in substitution for, and to the exclusion of, all other articles of association with effect from the date on which these Resolutions are passed.
2. **THAT**, subject to the passing of Resolution 1, 10 A ordinary shares and 10 B ordinary shares of £1.00 each in the issued share capital of the Company be reclassified as 20 ordinary shares of £1.00 each, such shares having the rights and being subject to the restrictions as set out in the Articles.
3. **THAT**, subject to the passing of Resolution 2, the 20 ordinary shares of £1.00 each in the capital of the Company be sub-divided into 2,000 ordinary shares of £0.01 each.



**Director**

THURSDAY



A26

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31/01/2019

#322

COMPANIES HOUSE

**Company Number 07600962**

**A Private Company Limited by Shares**

## **Articles of Association of ITEC Training Solutions (Holdings) Limited**

(Adopted by a Special Resolution passed on 24 January 2019)

**Fieldfisher** Riverbank House 2 Swan Lane London EC4R 3TT

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## **Part 1 - Interpretation and Limitation of Liability**

### **1. Prescribed articles**

No regulations or articles prescribed by subordinate legislation under any statute concerning companies shall form part of the articles of association of the Company.

### **2. Defined terms**

#### **2.1 In these articles, unless the context otherwise requires:**

**"Act"** means the Companies Act 2006, as amended, extended, consolidated or re-enacted from time to time;

**"Articles"** means the Company's articles of association;

**"Bad Leaver"** means a Leaver who is not a Good Leaver;

**"bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**"Board"** means the board of directors of the Company from time to time;

**"Business Day"** means a day (other than a Saturday or Sunday) when clearing banks are open for general business in London;

**"Civil Partner"** means in relation to a shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the shareholder;

**"chairman"** has the meaning given in article 12;

**"chairman of the meeting"** has the meaning given in article 39.2;

**"Companies Acts"** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company,

**"director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**"distribution recipient"** has the meaning given in article 32;

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

**"electronic form"** has the meaning given in section 1168 of the Companies Act 2006,

**"electronic means"** has the meaning given in section 1168 of the Companies Act 2006,

**"Employee"** means a director or employee of, or a consultant to, or former director or former employee of, or a former consultant to the Company or any Group Company,

**"Employee Shares"** means in relation to an Employee, all ordinary shares held by that Employee,

**"EOT"** means the employee ownership trust known as "ITEC Employee Ownership Trust" established by the Company on or around the date of adoption of these articles;

**"Fair Value"** means the price which the auditors of the Company (or, if the auditors decline the appointment, another firm of accountants or valuers appointed by the Board) state in writing to be in their opinion the fair value of the shares, as at the date on which the Transfer Notice is deemed to have been given apply the Fair Value Assumptions. In stating the Fair Value the auditors, accountants or valuers (whose charges shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall be final and binding in the absence of manifest error;

**"Fair Value Assumptions"** means the assumption of a sale as between a willing seller and a willing purchaser at arm's length (having regard to the fact that the relevant shares represent (if that is the case) a minority or majority interest in the share capital of the Company and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

**"fully paid"** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

**"Good Leaver"** means an Employee who becomes a Leaver by reason of.

- (a) death;
- (b) permanent incapacity;
- (c) the relevant Group Company terminating his contract of employment, consultancy or directorship, as the case may be, by serving notice (in accordance with the terms of that contract) in circumstances where the Employee is not in breach, nor has been in breach, of such contract or any other such contract;
- (d) dismissal by the relevant Group Company which is determined to be wrongful or constructive by an employment tribunal or a court of competent jurisdiction, and from which determination (in each case) there is no right to appeal or the relevant Group Company does not appeal within the relevant time period,

or otherwise where the Board determines that the Employee who becomes a Leaver is a Good Leaver;

**"Group Company"** means as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of that company or a subsidiary undertaking of such parent undertaking;

**"hard copy form"** has the meaning given in section 1168 of the Companies Act 2006;

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

**"instrument"** means a document in hard copy form,

**"Leaver"** means an Employee whose contract of employment, consultancy or directorship with the Company or any Group Company terminates for any reason;

**"ordinary resolution"** has the meaning given in section 282 of the Companies Act 2006;

**"Outgoing Shareholder"** has the meaning given to it in Article 29;

**"paid"** means paid or credited as paid;

**"participate"**, in relation to a directors' meeting, has the meaning given in article 10,

**"proxy notice"** has the meaning given in article 46;

**"Relevant Valuation"** has the meaning given in Article 29 3(a),

**"Restricted Shares"** has the meaning given to it in Article 29.7.

**"shareholder"** means a person who is the holder of a share;

**"shares"** means shares in the Company;

**"special resolution"** has the meaning given in section 283 of the Companies Act 2006;

**"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006,

**"Termination Date"** means:

- (a) where employment ceases by virtue of notice given by the Company to the Employee, the date on which the notice expires,
- (b) where a contract of employment is terminated by the Company and a payment is made in lieu of notice, the date on which notice of termination was served.
- (c) where an Employee dies, the date of his death;
- (d) where the Employee concerned is a director or consultant but not an employee, the date on which his contract for services with the Company is terminated; and
- (e) in any other case, the date on which the contract of employment is terminated,

**"transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law,

**"Transfer Completion"** means in respect of a transfer of shares, formal completion of such transfer;

**"Transfer Notice"** has the meaning given in Article ;

**"Trustee"** means the trustee or trustees for the time being of the EOT which, at the date of the adoption of these articles, is ITEC Employee Trustee Limited, a Company incorporated in England (Company registration no 11775725), and

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

- 2.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company

- 2.3 In these articles, unless the contrary intention appears, any reference to the singular includes the plural and vice versa and reference to any gender includes the other genders.

**3. Liability of members**

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

**Part 2 - Directors**

*Directors' Powers and Responsibilities*

**4. Directors' general authority**

Subject to these 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

**5. NOT USED**

**6. Directors may delegate**

- 6.1 Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles:

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

as they think fit

- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

- 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

**7. Committees**

- 7.1 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 these articles which govern the taking of decisions by directors

- 7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them.

*Decision-making by Directors*

**8. Directors to take decisions collectively**

- 8.1 Decisions of the directors must:



- (a) be a majority decision taken at a directors' meeting, or
  - (b) take the form of a resolution in writing, copies of which have been signed by a majority of eligible directors or to which a majority of eligible directors has otherwise indicated agreement in writing, provided that the eligible directors signing or indicating agreement to the resolution would have formed a quorum at a directors' meeting.
- 8.2 References in article 8.1(b) to eligible directors are to directors that would have been entitled to vote on the matter and have their votes counted if it had been proposed as a resolution at a directors' 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 be given to each director, in writing, include an agenda specifying in reasonable details the matters to be discussed and indicate:
    - (a) its proposed date and time,
    - (b) where it is to take place; and
    - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
  - 9.3 Save in an emergency, or where a majority of the directors agree otherwise in writing, not less than 10 clear business days' prior written notice must be given of any directors' meeting. Notice of a directors' meeting (or any adjournment thereof) given to a director by electronic means, if sent to an electronic address provided by the director for the purpose, is deemed to have been received by the director one hour after it was sent.
  - 9.4 Entitlement to notice of a directors' meeting may be waived by a director by giving notice to that effect to the Company at any time before or after the meeting and such waiver does not affect the validity of the meeting or of any business conducted at it.
- 10. Participation in directors' meetings**
  - 10.1 Directors may participate in a directors' meeting by means of a conference telephone, video conferencing facility or similar communications equipment which allows all persons participating in the meeting to hear each other. If all the directors participating in a meeting are not in the same place, the meeting is to be treated as taking place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is
  - 10.2 Directors meetings must be held no less than four times in every calendar year and at not more than 3 monthly intervals.
- 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. The quorum for a directors' meeting is two directors, including at least one director appointed by the Trustee

**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 does not have a casting vote.

**14. Directors' Interests**

- 14.1 A director, notwithstanding his office and that in this situation he has, or can have, a direct or indirect interest or duty that conflicts, or possibly may conflict, with the interests of the Company, may be:
  - (a) appointed as director of the Company by notice in writing by the Trustee in accordance with these articles;
  - (b) a shareholder or an employee or director or other officer of, or otherwise engaged by or interested in, the Trustee;
  - (c) an employee or director or other officer of any subsidiary of the Company or any other body corporate in which the Company is otherwise interested; and/or
  - (d) a beneficiary of any trust or trusts established for the benefit of employees and directors or former employees and directors of the Company.
- 14.2 The directors shall have power, in accordance with this Article 14, to authorise (an "Authorisation") any other matter which would or might give rise to any breach of the duty of a director under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. For this purpose any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 14.3 An Authorisation may be proposed to and resolved on by the directors in accordance with these Articles in the same way as any other matter but shall only be effective where:
  - (a) reasonable details of the matter or situation to which the Authorisation relates were disclosed to the directors; and
  - (b) in accordance with section 175(6) of the Act, any requirement as to the quorum at the meeting at which the Authorisation is considered is met without counting the director in question or any other interested director and the Authorisation was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 14.4 An Authorisation may be given subject to such terms and conditions as the directors may determine at their absolute discretion (including as to the period, extent and scope of the Authorisation, participation by the director in question in the decision making process where a

decision of the directors is concerned with the matter to which the Authorisation relates and the disclosure and use of confidential information).

- 14.5 The directors may revoke or vary an Authorisation at any time, but this shall not affect anything previously done or omitted to be done by the relevant director in accordance with the terms of the Authorisation
- 14.6 A director shall not be in breach of any duty he owes to the Company by virtue of the fact that pursuant to the terms of an Authorisation (for so long as he reasonably believes the matter to which the Authorisation relates subsists) he:
- (a) absents himself from meetings of the directors or other proceedings of the directors at which the matter to which the Authorisation relates will or may be discussed, or
  - (b) makes arrangements not to receive, or refrains from considering, any documents relating to the matter to which the Authorisation relates, or makes arrangements for a professional adviser to receive any such documents on his behalf
- 14.7 A director is not required to disclose to the Company any confidential information he obtains in any capacity described in article 14.1(b) or in relation to any matter to which an Authorisation relates or to apply any such information in performing his duties as a director of the Company if to do so would result in a breach of a duty or obligation of confidence owed by him.
- 14.8 A director shall be liable to account to the Company for any remuneration, profit or other benefit he derives directly or indirectly as a result of any situation described in article 14.1 or (save as provided by the Authorisation) resulting from any matter to which any Authorisation relates, and no contract shall be liable to be avoided on the grounds of any such remuneration, profit or benefit.
- 14.9 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested that director is to be counted as participating in the decision-making process for quorum and voting purposes if his conflict of interest arises only from a situation described in article 14.1 or (save as provided by the Authorisation) out of any matter to which any Authorisation relates; or if he has declared the nature and extent of his interest or duty to the other directors at a directors' meeting or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act
- 14.10 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 14.11 Subject to article 14.12, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 14.12 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 14.13 The Company may by ordinary resolution suspend or relax the provisions of this Article 14 to any extent.

**15. 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.

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

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

*Appointment of Directors*

**17. Methods of appointing directors**

17.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors

17.2 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.

17.3 For the purposes of article 17.2, 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.

17.4 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 by notice to the Company by a shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings.

17.5 A shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings may by notice to the Company remove from office any director (whether or not such director was appointed under Article 18 4).

**18. Termination of director's appointment**

18.1 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) the directors resolve to remove him from office on the grounds that they reasonably believe he has become mentally or physically incapable of acting as a director and may remain so for more than three months, or

- (e) 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.

**19. Appointment or removal by notice**

Any appointment or removal of a director under articles 17.4 or 17.5 must be made by notice in writing to the Company and takes effect on delivery to the registered office of the Company or at any directors' meeting or any later date specified in the notice

**20. Directors' remuneration**

20.1 Directors may undertake any services for the Company that the directors decide.

20.2 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

20.3 Subject to these articles, a director's remuneration may:

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

20.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

20.5 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.

**21. Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

**Part 3 - Shares and Distributions**

*Shares*

**22. All shares to be fully paid up**

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

- 22.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

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

- 23.1 Subject to these 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.
- 23.2 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

**24. Allotment of shares**

- 24.1 Subject to Article 54, the directors may exercise any power of the Company to allot shares or to grant rights to subscribe for, or to convert any security into, shares only if

- (a) the shares are allotted or the rights granted to the Trustee; or
- (b) the shares are allotted or the rights granted pursuant to a share option scheme (or any other incentive scheme approved by the Board) in respect of shares which when aggregated with any shares.
  - (i) that have been issued (or transferred) on the exercise of options or awards under any such scheme; and
  - (ii) remain capable of being issued or transferred under any existing options or award under any such scheme,

will not as a result exceed 25 per cent of the issued share capital of the Company from time to time; or

- (c) the directors are authorised to allot the shares or grant the rights by ordinary resolution.

- 24.2 Sections 561 and 562 of the Act do not apply to the allotment of equity securities (within the meaning given by section 560 of the Act) by the Company.

**25. 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 these 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.

**26. Share certificates**

- 26.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

- 26.2 Every certificate must specify.

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;

- (c) that the shares are fully paid, and
  - (d) any distinguishing numbers assigned to them.
- 26.3 No certificate may be issued in respect of shares of more than one class.
- 26.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 26.5 Certificates must
  - (a) have affixed to them the Company's common seal; or
  - (b) be otherwise executed in accordance with the Companies Acts.
- 27. Replacement share certificates**
- 27.1 If a certificate issued in respect of a shareholder's shares is:
  - (a) damaged or defaced; or
  - (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 27.2 A shareholder exercising the right to be issued with such a replacement certificate:
  - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
  - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide
- 28. Share transfers**
- 28.1 No shareholder shall dispose of any interest in any share except by way of a transfer in accordance with these Articles of his entire legal and beneficial interest in that share.
- 28.2 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.
- 28.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 28.4 The Company may retain any instrument of transfer which is registered
- 28.5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 28.6 The directors must register a transfer of any share to which all the shareholders have consented or where they are satisfied that these articles have been complied with and must refuse to register any other transfer.
- 28.7 A share may be transferred:

- (a) by any shareholder to the Trustee, or
  - (b) by any shareholder to the Company (subject to the provisions of the Act); or
  - (c) by any shareholder to any person with the consent in writing of the Company.
- 28.8 The Company is authorised for the purposes of section 692(1)(b) of the Act to purchase its own shares with cash up to an amount in a financial year not exceeding the limitation specified in that section.
- 29. Leavers**
- 29.1 Any Employee (the "**Outgoing Shareholder**") who becomes a Leaver shall (unless the Board determines otherwise) be deemed to have given notice in writing (a "**Transfer Notice**") to the Company that he wishes to transfer all of his Employee Shares held at the Termination Date, on that date, and in respect of any Employee Shares received after the Termination Date, on the date of receipt of those shares
- 29.2 The Transfer Notice shall constitute the Company the agent of the seller of the Employee Shares for the sale of the whole legal and beneficial interest in the Employee Shares (together with all rights attached to them) with full title guarantee and free of encumbrances) and at the transfer price determined in accordance with Articles 29.3 or (as the case may be) 29.4 to the Company (or as it may direct).
- 29.3 Where Article 29.1 applies, and the Outgoing Shareholder is a Good Leaver, the transfer price for such Employee Shares shall be:
- (a) where there has been a valuation of the Employee Shares by the auditors of the Company or another firm of accountants or valuers appointed by the Board within the 12 (twelve) month period prior to the date on which the Transfer Notice is deemed to have been given and which has been made on the basis of the Fair Value Assumptions (a "**Relevant Valuation**"), the value stated in the Relevant Valuation; or
  - (b) in all other cases, the Fair Value.
- 29.4 Where Article 29.1 applies, and the Outgoing Shareholder is a Bad Leaver, the transfer price for such Employee Shares shall be the lower of
- (a) the value stated in any Relevant Valuation, or, in all other cases, the Fair Value; and
  - (b) the aggregate subscription price paid for the Employee Shares (or, if the Employee Shares were acquired by the Outgoing Shareholder pursuant to the exercise of an option, the aggregate option exercise price for that option).
- 29.5 In determining the Fair Value in respect of the Employee Shares, the Company may propose to the Outgoing Shareholder a price which if accepted by the Outgoing Shareholder shall be deemed to be the Fair Value. In the absence of such agreement, the Fair Value shall be determined in accordance with Article 29.3.
- 29.6 All voting rights attached to Employee Shares held by an Outgoing Shareholder, if any, shall be suspended on the Termination Date in respect of the Employee Shares held by him at such time, and in respect of Employee Shares received after the Termination Date, at the time of such receipt.



- 29.7 Any Employee Shares whose voting rights are suspended pursuant to Article 29.6 above (the "Restricted Shares") shall confer on the holders the right to receive a notice of and attend all general meetings of the Company but shall confer no right to vote either in person or by proxy. If an Outgoing Shareholder transfers any Restricted Shares in the Company in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of shareholders) automatically be restored.
- 30. Completion of transfers of shares**
- 30.1 The provisions of this Article 30 shall apply to any transfer of shares ("Sale Shares") by a shareholder pursuant to Article 29.
- 30.2 Where the transfer is made by one shareholder to another, such transfer will be deemed to include a warranty that the transferor sells the Sale Shares with full title guarantee and free from encumbrances.
- 30.3 Not later than 3 Business Days prior to Transfer Completion, the transferor shall:
- (a) deliver to the transferee for surrender to the Company the original share certificate(s) relating to the Sale Shares (or an indemnity, in a form satisfactory to the Board, in respect of any lost certificate); and
  - (b) deliver to the transferee a duly executed transfer form relating to the Sale Shares
- 30.4 If the transferor fails to comply with the provisions of Article 32 3:
- (a) any Director, or any other person nominated by the Board, may on behalf of the transferor.
    - (i) complete, execute and deliver in the transferor's name all documents necessary to give effect to the transfer of the Sale Shares;
    - (ii) receive the purchase price to be paid to the transferor by the transferee for the Sale Shares and give a good discharge for it, and
    - (iii) (subject to the transfer being duly stamped) procure the entering of the transferee in the Company's register of members as the holder of the Sale Shares; and
  - (b) the Company shall pay the purchase price received from the transferee into a separate bank account in the Company's name on trust (but without interest) for the transferor until the transferor has complied with all of its obligations under Article 32.3.
- 30.5 Once the transferee (or its nominee) has been registered as the holder of the Sale Shares, the validity of the proceedings shall not be questioned by any person. It shall be no impediment to a registration of the transferee as holder of the Sale Shares that no share certificate has been produced

#### *Dividends and other Distributions*

#### **31. Procedure for declaring dividends**

- 31.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 31.2 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.
- 31.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 31.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the rights attached to any shares, 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
- 31.5 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.
- 31.6 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
- 31.7 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.
- 31.8 Notwithstanding any other provision of this Article, the Trustee shall at all times be entitled to more than 50% of the profits available for distribution to the shareholders at that time and no dividend shall be declared or paid unless the amount declared in respect of the shares held by the Trustee will represent more than 50% of such profits.

#### **32. Payment of dividends and other distributions**

- 32.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
  - (d) any other means of payment as the directors agree with the distribution recipient in writing
- 32.2 In these articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable.

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

**33. No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the rights attached to the share; or
- (b) the provisions of another agreement between the holder of that share and the Company.

**34. Unclaimed distributions**

34.1 All dividends or other sums which are:

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

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

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

34.3 If

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

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

**35. Non-cash distributions**

35.1 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)

35.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;

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

**36. 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.

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

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

*Capitalisation of Profits*

**37. Authority to capitalise and appropriation of capitalised sums**

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

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

37.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them

37.3 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.

37.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

37.5 Subject to these articles the directors may:

- (a) apply capitalised sums in accordance with articles 37.3 and 37.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

#### **Part 4 - Decision-making by Shareholders**

##### *Organisation of General Meetings*

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

- 38.1 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.
- 38.2 A person is able to exercise the right to vote at a general meeting when
  - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 38.3 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.
- 38.4 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.
- 38.5 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

#### **39. Quorum for general meetings**

- 39.1 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.
- 39.2 Where the Company has more than one shareholder, no business shall be conducted at a meeting unless the Trustee is present by proxy or by corporate representative.

#### **40. Chairing general meetings**

- 40.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 40.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
  - (a) the directors present; or
  - (b) (if no directors are present), the meeting,must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

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

**41. Attendance and speaking by directors and non-shareholders**

41.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

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

- (a) shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

**42. Adjournment**

42.1 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.

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

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

42.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

42.4 When adjourning a general meeting, the chairman of the meeting must

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

42.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

42.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

*Voting at General Meetings*

**43. 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 these articles.

**44. Errors and disputes**

44.1 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.

44.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

**45. Poll votes**

45.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

45.2 A poll may be demanded by any person having the right to vote on the resolution

45.3 A demand for a poll may be withdrawn if:

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

45.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

**46. Content of proxy notices**

46.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

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

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

46.3 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.

46.4 Unless a proxy notice indicates otherwise, it must be treated as

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**47. Delivery of proxy notices**

- 47.1 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.
- 47.2 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
- 47.3 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.
- 47.4 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.

**48. Amendments to resolutions**

- 48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 48.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
  - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3 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.

**Part 5 - Administrative Arrangements**

**49. Means of communication to be used**

- 49.1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or



information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

- 49.2 Any communication by any shareholder to any other shareholder under these articles may be sent in any way in which the Company may from time to time send or supply anything to that other shareholder under article 49.1
- 49.3 Subject to these 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.
- 49.4 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
- 49.5 Anything sent or supplied by the Company to a shareholder, or by a shareholder to the Company, under and in accordance with the Act, or by the Company or a shareholder under and in accordance with these articles, is deemed to have been received by the intended recipient.
- (a) if sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two business days after it was posted;
  - (b) if sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five business days after it was posted.
  - (c) if sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent

## **50. Company seals**

- 50.1 Any common seal may only be used by the authority of the directors.
- 50.2 The directors may decide by what means and in what form any common seal is to be used.
- 50.3 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.
- 50.4 For the purposes of this article, an authorised person is:
- (a) any director of the Company,
  - (b) the Company secretary (if any); or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

## **51. Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or

shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

*Directors' Indemnity and Insurance*

**52. Indemnity**

52.1 Subject to article 52.2, a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,
- (b) any liability incurred by that director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), and/or
- (c) any other liability incurred by that director as an officer of the Company or an associated Company

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

52.3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the Company or an associated Company

**53. Insurance**

53.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

53.2 In this article.

- (a) a "relevant director" means any director or former director of the Company or an associated Company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**Part 6 – Employee Ownership**

**54. Controlling Interest Requirement**

54.1 Notwithstanding any other provisions of these Articles, no power conferred by or right granted under these Articles shall be exercisable, and no provision of these Articles shall operate, so as

to prevent the Trustee (in its capacity as trustee of the EOT) from continuing to meet the Controlling Interest Requirement.

- 54.2 For the purpose of these Articles, "**Controlling Interest Requirement**" means the requirement in section 236M of the Taxation of Chargeable Gains Act 1992 (and section 236T of the Taxation of Chargeable Gains Act 1992 shall apply to determine if this requirement is met in relation to the EOT).