



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 7998235

The Registrar of Companies for England and Wales, hereby certifies that

**UNICLA BIDCO LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **20th March 2012**



**\*N07998235U\***



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# IN01

## Application to register a company



A fee is payable with this form.  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register a  
private or public company

☒ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership. To do  
this, please use form LL IN01

TUESDAY



LD1 20/03/2012 #203  
COMPANIES HOUSE

005162

### Part 1 Company details

**Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

#### A1 Company details

Please show the proposed company name below

Proposed company  
name in full (1)

UNICLA BIDCO LIMITED

For official use

7 9 9 8 2 3 5

**1 Duplicate names**  
Duplicate names are not permitted. A  
list of registered names can be found  
on our website. There are various rules  
that may affect your choice of name.  
More information is available at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A2 Company name restrictions 2

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

**2 Company name restrictions**  
A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' 3

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative

**3 Name ending exemption**  
Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible to  
apply for this.  
For more details, please go to our  
website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A4 Company type 4

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked)

- ☐ Public limited by shares  
☒ Private limited by shares  
☐ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

**4 Company type**  
If you are unsure of your company's  
type, please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# IN01

## Application to register a company

**A5**

### Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

#### ① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

**A6**

### Registered office address ②

Please give the registered office address of your company

Building name/number

35

Street

NEW BRIDGE STREET

Post town

LONDON

County/Region

Postcode

E C 4 V 6 B W

#### ② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

**A7**

### Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only **one** box

- ☒ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☐ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A8**

### Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

#### ④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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**Part 2****Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1, For a corporate secretary, go to Section C1, For a director who is an individual, go to Section D1; For a corporate director, go to Section E1

**Secretary****B1****Secretary appointments <sup>(1)</sup>**

Please use this section to list all the secretary appointments taken on formation.  
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) <sup>(2)</sup>	

**<sup>(1)</sup> Corporate appointments**

For corporate secretary appointments, please complete section C1-C5 instead of section B.

**Additional appointments**

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**<sup>(2)</sup> Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2****Secretary's service address <sup>(3)</sup>**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

**<sup>(3)</sup> Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

**B3****Signature <sup>(4)</sup>**

I consent to act as secretary of the proposed company named in Section A1.

Signature	<div style="border: 1px solid black; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center;"> <div style="font-size: 2em;">X</div> </div>
-----------	--



**<sup>(4)</sup> Signature**

The person named above consents to act as secretary of the proposed company.

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Application to register a company

## Corporate secretary

<b>C1</b>	<b>Corporate secretary appointments ①</b>		
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			<b>① Additional appointments</b> If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page  <b>Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Building name/number			
Street			
Post town			
County/Region			
Postcode			
Country			
<b>C2</b>	<b>Location of the registry of the corporate body or firm</b>		
	Is the corporate secretary registered within the European Economic Area (EEA)? ► Yes Complete <b>Section C3</b> only ► No Complete <b>Section C4</b> only		
<b>C3</b>	<b>EEA companies ②</b>		
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>  <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Registration number			
<b>C4</b>	<b>Non-EEA companies</b>		
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
<b>C5</b>	<b>Signature ⑤</b>		
	I consent to act as secretary of the proposed company named in <b>Section A1</b>		
Signature	Signature  		<b>⑤ Signature</b> The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

## Director

D1

## Director appointments ①

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5.

Title*	MR											
Full forename(s)	ADRIAN PAUL											
Surname	LURIE											
Former name(s) ②												
Country/State of residence ③	UK											
Nationality	BRITISH											
Date of birth	<table border="1"><tr><td>d</td><td>0</td><td>b</td><td>m</td><td>0</td><td>2</td><td>y</td><td>1</td><td>9</td><td>7</td><td>3</td></tr></table>	d	0	b	m	0	2	y	1	9	7	3
d	0	b	m	0	2	y	1	9	7	3		
Business occupation (if any) ④	INVESTMENT MANAGEMENT											

## ① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

## ② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

## ③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

## ④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

## Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

## Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE COMPANY'S REGISTERED OFFICE								
Street									
Post town									
County/Region									
Postcode	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								
Country									

## ⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.




Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

## Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	<table border="1"><tr><td>Signature</td><td></td><td></td></tr></table>	Signature		
Signature				

## ⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

## Director

<b>D1</b>	<b>Director appointments</b> ①	
Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5		
Title*	MR	
Full forename(s)	NICHOLAS RICHARD MOTUM	
Surname	SEAMAN	
Former name(s) ②		
Country/State of residence ③	UK	
Nationality	BRITISH	
Date of birth	<div> <div>d</div> <div>1</div> <div>0</div> <div>m</div> <div>0</div> <div>7</div> <div>y</div> <div>1</div> <div>9</div> <div>8</div> <div>y</div> <div>1</div> </div>	
Business occupation (if any) ④	INVESTMENT MANAGEMENT	
<p><b>① Appointments</b> Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p><b>② Former name(s)</b> Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p><b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section D4.</p> <p><b>④ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p><b>Additional appointments</b> If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>		
<b>D2</b>	<b>Director's service address</b> ⑤	
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.		
Building name/number	THE COMPANY'S REGISTERED OFFICE	
Street		
Post town		
County/Region		
Postcode		
Country		
<p><b>⑤ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>		
<b>D3</b>	<b>Signature</b> ⑥	
I consent to act as director of the proposed company named in Section A1.		
Signature	<div> <div>Signature</div> <div>X</div> <div>NICHOLAS SEAMAN</div> <div>X</div> </div>	
<p><b>⑥ Signature</b> The person named above consents to act as director of the proposed company.</p>		

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Application to register a company

## Corporate director

E1

Corporate director appointments <sup>①</sup>

Please use this section to list all the corporate directors taken on formation

Name of corporate  
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

<sup>①</sup> Additional appointments

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2

## Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

- ▶ Yes Complete Section E3 only
- ▶ No Complete Section E4 only

E3

EEA companies <sup>②</sup>

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/  
firm is registered <sup>③</sup>

Registration number

<sup>②</sup> EEA

A full list of countries of the EEA can be found in our guidance [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

<sup>③</sup> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4

## Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the  
corporate body  
or firm

Governing law

If applicable, where  
the company/firm is  
registered <sup>④</sup>If applicable, the  
registration number<sup>④</sup> Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E5

Signature <sup>⑤</sup>

I consent to act as director of the proposed company named in Section A1.

Signature

Signature

X

X

<sup>⑤</sup> Signature

The person named above consents to act as corporate director of the proposed company

## IN01

Application to register a company

## Part 3

## Statement of capital

Does your company have share capital?

- Yes Complete the sections below  
 ► No Go to Part 4 (Statement of guarantee)

## F1

## Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share (1)	Amount (if any) unpaid on each share (1)	Number of shares (2)	Aggregate nominal value (3)
ORDINARY	£0.01		1	£ 0 01
				£
				£
				£
Totals			1	£ 0 01

## F2

## Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share 1,	Amount (if any) unpaid on each share 1	Number of shares (2)	Aggregate nominal value (3)
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

## F3

## Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares	1
Total aggregate nominal value (4)	£0.01

④ Total aggregate nominal value  
 Please list total aggregate values in  
 different currencies separately. For  
 example £100 + € 100 + \$10 etc

① Including both the nominal value and any share premium

③ Number of shares issued multiplied by nominal value of each share

## Continuation Pages

Please use a Statement of Capital continuation page if necessary

② Total number of issued shares in this class

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F4

**Statement of capital** (Prescribed particulars of rights attached to shares)

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2	<b>① Prescribed particulars of rights attached to shares</b>  The particulars are a. particulars of any voting rights, including rights that arise only in certain circumstances, b. particulars of any rights, as respects dividends, to participate in a distribution, c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares  A separate table must be used for each class of share  <b>Continuation pages</b> Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary
Class of share	ORDINARY	
Prescribed particulars ①	<p>These prescribed particulars should be read in conjunction with the articles of association of the Company</p> <p><b><u>Particulars of any voting rights, including rights that arise only in certain circumstances</u></b></p> <p>On a vote on a written resolution, every member has one vote in respect of each share held by him</p> <p>On a vote on a resolution on a show of hands at a meeting, every member present, and every proxy present who has been duly appointed by a member entitled to vote on the resolution has one vote</p> <p>On a vote on a resolution on a poll taken at a meeting, every member has one vote in respect of each share held by him</p> <p><b><u>Particulars of rights as respects dividends to participate in a distribution</u></b></p> <p>The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. 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. No dividend may be declared or paid unless it is in accordance with shareholders' respective rights</p> <p>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. If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. 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</p> <p>Subject to the articles, the directors may, if authorised by ordinary resolution, do the following</p> <p>(a) they may 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</p> <p>(b) they may 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</p>	

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Class of share	ORDINARY	
Prescribed particulars ①	<p>Capitalised sums must be applied</p> <p>(a) on behalf of the persons entitles, and</p> <p>(b) in the same proportions as a dividend would have been distributed to them 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</p> <p><b><u>Particulars of rights, as respects capital, to participate in a distribution</u></b></p> <p>The shares carry the rights afforded to them under general law</p> <p><b><u>Redemption of shares</u></b></p> <p>The shares are not redeemable</p>	<p>① <b>Prescribed particulars of rights attached to shares</b></p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p> <p><b>Continuation pages</b></p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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F5

## Initial shareholdings

This section should only be completed by companies incorporating with share capital  
Please complete the details below for each subscriber

The addresses will appear on the public record These do not need to be the subscribers' usual residential address

### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name UNICLA TOPCO LIMITED	ORDINARY	1	GBP	£0.01		£0.01
Address 35 NEW BRIDGE STREET LONDON EC4V 6BW						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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**Part 4**

**Statement of guarantee**

Is your company limited by guarantee?

- **Yes** Complete the sections below
- **No** Go to **Part 5** (Statement of compliance)

**G1**

**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**① Name**

Please use capital letters

**② Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

**③ Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

**Subscriber's details**

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

**Subscriber's details**

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

## Application to register a company

Subscriber's details	
Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

- [illegible]

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Application to register a company

**Part 5**

**Statement of compliance**

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- ▶ **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- ▶ **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)

**H1**

**Statement of compliance delivered by the subscribers** ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

Subscriber's signature

Signature

X



X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

① **Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance

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Subscriber's signature	Signature X	X	<b>Continuation pages</b> Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	Jones Day
Building name/number	21 Tudor Street
Street	London
Post town	
County/Region	
Postcode	EC4Y 0DJ
Country	
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature X <i>Jones Day</i> X

# IN01

## Application to register a company



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name  
LIAM BONAMY

Company name  
Jones Day

Address  
21 Tudor Street

London

Post town

County/Region

Postcode  
EC4Y 0DJ

Country

DX  
DX 67 London/Chancery

Telephone  
020 7039 5959



### Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)  
☒ At the agents address (Given in Section H2)



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses



### How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales.

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

#### Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below  
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## COMPANY HAVING A SHARE CAPITAL

### Memorandum of association of UNICLA BIDCO LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

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*Name of each subscriber*

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*Authentication by each subscriber*

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Unicla Topco Limited



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Dated 20 MARCH 2012

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**UNICLA BIDCO LIMITED**  
**(the "Company")**

**INTRODUCTION**

**1 INTERPRETATION**

1.1 In these Articles (unless the context requires otherwise) the following words have the following meanings

"**Act**" means the Companies Act 2006 (including any statutory modification or re-enactment thereof for the time being in force),

"**Articles**" means these articles of association as altered from time to time,

"**associated company**" means, in relation to a company, a subsidiary or subsidiary undertaking or holding company or parent undertaking for the time being of that company or a subsidiary or subsidiary undertaking for the time being of such a holding company or parent undertaking and references to any company being "associated" with another company shall be construed accordingly,

"**Base Rate**" means 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),

"**Board**" means the board of directors for the time being of the Company or any duly constituted and authorised committee of it,

"**director**" means a director of the Company, and includes any person occupying the position of a director of the Company, by whatever name called (and the definition of "director" in article 1 of the Model Articles shall be modified accordingly),

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

"**Majority Shareholder Consent**" means the consent in writing of the holders of a majority of the shares in issue at the relevant time,

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

"**Subscription Rights**" means any rights (whether under options, warrants, on conversion of any indebtedness or otherwise) to call for the allotment or issue of shares

- 1 2 The Model Articles shall apply to the Company save insofar as they are excluded by or varied  
in or are otherwise inconsistent with these Articles
- 1 3 Save as otherwise specifically provided in these Articles (and unless the context requires  
otherwise), words and expressions which are given meanings in the Model Articles shall have  
the same meanings in these Articles, subject to which (and unless the context requires  
otherwise), words and expressions which have particular meanings in the Act shall have the  
same meanings in these Articles
- 1 4 Articles 9(3), 11(3), 14(1), (2), (3) and (4), 15, 21, 38, 44(2), 49, 52 and 53 of the Model  
Articles shall not apply to the Company
- 1 5 Article 7 of the Model Articles shall be amended by
- (A) the insertion of the words "for the time being" at the end of article 7(2)(a), and
- (B) the insertion in article 7(2) of the words "(for so long as he remains the sole director)"  
after the words "and the director may"
- 1 6 Article 9(1) of the Model Articles shall be amended by the insertion of the words "or any  
other person" after the words "the company secretary (if any)"
- 1 7 Article 20 of the Model Articles shall be amended by the insertion of the words "(including  
alternate directors) and the company secretary (if any)" before the words "properly incur"
- 1 8 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the word "that" and  
the insertion in its place of the words "whether or not"
- 1 9 Article 26(5) of the Model Articles shall be amended by the insertion of the words "whether  
or not it is a fully paid share or a share on which the Company has a lien (but subject always  
to any other provisions of the Articles)," after the words "The directors may refuse to register  
the transfer of a share,"
- 1 10 Article 30(5) of the Model Articles shall be amended by the insertion of the words "except  
with the written consent of the holders of a majority of each class of shares carrying  
preferential rights to a dividend" before the words "no interim dividend may be paid"
- 1 11 Article 31 of the Model Articles shall be amended by addition of the following as a new sub-  
article (3)
- "(3) The Company shall be entitled to deduct from any amount payable to the distribution  
recipient in respect of a dividend or other distribution, and set off against such amount, any  
amount owed and due for payment to the Company by any member(s) in respect of whose  
shares the payment is to be made "
- 1 12 Article 44(3) of the Model Articles shall be amended by the insertion, at the end of that  
article, of the words "A demand withdrawn in accordance with this article shall not invalidate  
the result of a show of hands declared before the demand was made"

## 2 SHARES AND AUTHORITY TO ALLOT

- 2 1 There shall be no restriction on the number of shares which may be issued by the Company  
except as may be expressly provided for in these Articles

- 2 2 The unissued shares for the time being shall be under the control of the directors, who are generally and unconditionally authorised by these Articles to allot, grant options over, or otherwise dispose of or deal with any unissued shares and Subscription Rights to such persons, on such terms (including as to payment up of the nominal value and any premium to be paid to the Company in consideration for such issue) and in such manner as they shall think fit, but subject to the other provisions of these Articles
- 2 3 The authority contained in Article 2 1 shall, unless revoked or varied in accordance with section 551 of the Act
- (A) be limited to a maximum nominal amount of £1,000 or such other amount as may from time to time be authorised by the Company by ordinary resolution, and
  - (B) expire on the fifth anniversary of the date of adoption of these Articles but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the directors after that anniversary of their powers in pursuance of the authority
- 2 4 In exercising their authority under this Article 2 the directors shall not be required to have regard to sections 561 and 562 of the Act which shall not apply to the Company
- 2 5 Any consideration to be paid to the Company for the issue of a share shall be payable at such time or time(s) and in such instalments (if any) as shall be prescribed by the Board and as regards any premium may be conditional or variable in amount, in whole or in part

### **3 PARTLY PAID SHARES AND FORFEITURE**

- 3 1 Subject to their terms of issue, the Board may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the Company serving upon him at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares
- 3 2 A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made
- 3 3 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed
- 3 4 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share
- 3 5 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate, not exceeding 5 per cent per annum above the Base Rate, as the Board may decide, and all expenses that have been incurred by the Company by reason of that non-payment, but the Board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part
- 3 6 Any amount which becomes payable in respect of a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and,

if it is not paid, all the provisions of these Articles shall apply as if the sum had become due and payable by virtue of a call

- 3 7 Subject to their terms of issue, the Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment
- 3 8 The Board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and on all or any of the moneys so advanced the Company may (until those moneys would, but for the advance, become presently payable) pay interest at such rate, not exceeding 5 per cent per annum above the Base Rate, as the Board may decide
- 3 9 If any call or instalment of a call remains unpaid on any share after the day appointed for payment, the Board may serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of that non-payment
- 3 10 The notice shall name a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which the call has been made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited and, in that event, references in these Articles to forfeiture shall include surrender
- 3 11 If the notice is not complied with, any share in respect of which it was given may, at any time before payment of all calls or instalments and interest and expenses due in respect of it has been made, be forfeited by a resolution of the Board and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 3 12 When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by any omission or neglect to give notice
- 3 13 Until cancelled in accordance with the requirements of the Act, a forfeited share shall be deemed to be the property of the Company and may be sold or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person upon such terms and in such manner as the Board shall decide. The Board may for the purposes of the disposal authorise some person to execute an instrument of transfer to the designated transferee. The Company may receive the consideration (if any) given for the share on its disposal. At any time before a sale or disposition the forfeiture may be cancelled by the Board on such terms as the Board may decide
- 3 14 A person whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the forfeited shares but shall remain liable to pay to the Company all moneys which at the date of the forfeiture were payable by him to the Company in respect of those shares with interest at the rate of 5 per cent per annum above the Base Rate (or such lower rate as the Board may decide) from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal
- 3 15 A statutory declaration that the declarant is a director of the Company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall

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(subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or disposal

#### **4. LIENS**

4 1 Subject to the following provisions of this Article, the Company shall have a first and paramount lien on any shares standing registered in the name of any person indebted or under liability (actual or contingent) to the Company and a right of set off for that debt or liability against all moneys payable by the Company on or in respect of the same, whether he shall be the sole registered holder or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company in respect of those shares

4 2 The Board may also resolve that any share or shares be exempt wholly or in part from this Article

4 3 For the purpose of enforcing the Company's lien on any shares, the Company (which shall be deemed by these Articles irrevocably appointed as the attorney and, separately, the agent of the member empowered and authorised on his behalf to do, execute and deliver any acts, things, deeds, transfers and documents for him as it may consider necessary for the purpose) may sell and transfer the shares in such manner as it decides if an amount in respect of which the lien exists is presently payable and is not paid within fourteen clear days following the giving of a notice to the holder (or any person entitled by transmission to the share) demanding payment of the amount due within such fourteen clear day period and stating that if the notice is not complied with the shares may be sold

4 4 The purchaser or transferee will not be bound to see to the application of the purchase monies in respect of any sale of shares under the powers of the Company conferred by this Article. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any deeds, transfers and documents executed and all acts and things done in accordance with the foregoing provisions of this Article shall be effective as if they had been executed or done by the holder of the shares to which they relate

4 5 The net proceeds of any sale of shares subject to the Company's lien under these Articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company in respect of the shares. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on surrender to the Company for cancellation of the certificate for those shares (or an indemnity in such form as the Board may require where it is missing or destroyed) and (in all cases) subject to the Company having a lien on such balance on the same basis as applied to the shares for any amount not presently payable as existed on such shares before the sale

#### **5 NUMBER OF DIRECTORS**

Unless and until otherwise determined by the Company by ordinary resolution, the number of directors (other than alternate directors) shall be not less than one in number. The Company may from time to time by ordinary resolution fix a maximum number of directors and from time to time vary that maximum number

#### **6. CALLING A DIRECTORS' MEETING**

Notices of meetings of directors shall be given to all directors and to any alternate directors appointed by them. Any such notice shall be deemed to be properly given to a director if it is

given to him personally or by word of mouth or sent in writing (including by electronic communication) to him at his last known address or at any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned. A director absent or intending to be absent from the United Kingdom may request that notices of meetings of the directors shall, during his absence, be sent in writing to him at an address given by him to the Company for this purpose. Article 9 of the Model Articles shall be varied accordingly.

## **7. QUORUM FOR DIRECTORS' MEETINGS**

- 7.1 The quorum for the transaction of business at a meeting of directors is any two Eligible Directors or in the event of there being a single director, that director.
- 7.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 9.1 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

## **8. TRANSACTIONS AND OTHER ARRANGEMENTS WITH THE COMPANY**

- 8.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act and Article 8.2, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- (A) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested
  - (B) shall be an Eligible Director for the purposes of, and be counted in the quorum in relation to, any proposed decision of the Board in respect of such existing or proposed transaction or arrangement in which he is interested,
  - (C) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
  - (D) may be or become a director or other officer of, employed by or be party to any transaction or arrangement with, or otherwise interested in, any company, firm or body or other entity (whether incorporated or unincorporated) (in any case, a "**Relevant Entity**") in which a proprietary or other interest is held by the Company, any associated company of the Company or any Relevant Entity in which the Company or any associated company of the Company may be interested or as regards which it has any power of appointment. The Board may also cause any voting power in any Relevant Entity held or owned by the Company or any associated company of the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers (or equivalent office holders) of the Relevant Entity, or in favour of the payment of remuneration to the directors or officers (or equivalent office holders) of the Relevant Entity, and
  - (E) shall not, save as he may otherwise agree, be accountable to the Company or any associated company of the Company for any remuneration, profit or other benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction, arrangement, office, directorship, employment or

interest referred to in paragraph (A) and (D) of this Article 8 1 and no such transaction or arrangement nor any contract arising therefrom or related thereto shall be liable to be avoided on the grounds of any such interest, profit or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8 2 A director who is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Company shall declare the nature of his interest to the other directors

- (A) at a meeting of the directors, or
- (B) by a notice in writing in accordance with section 184 of the Act, or
- (C) by a general notice in accordance with section 185 of the Act,

prior to that transaction or arrangement being entered into by the Company (where section 177 of the Act applies) or as soon as required by section 182 of the Act, where that section applies. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. This Article 8 2 does not require a declaration of an interest of which the director is not aware or where the director is not aware of the transaction or arrangement in question. For this purpose a director shall be deemed to be aware of matters of which he ought reasonably to be aware. A director need not declare an interest in the circumstances set out in section 177(6) or section 182(6) of the Act, as applicable.

8 3 A director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the provisions of the Act) and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board may decide, either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.

## 9. DIRECTORS' CONFLICTS OF INTEREST

9 1 The Board may resolve in accordance with sections 175(5)(a) and 175(6) of the Act (as if it applied irrespective of the date of incorporation of the Company) to authorise a director to enter into a specific 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, as described in section 175(1) of the Act (a "**Conflict Situation**")

9 2 Any authorisation under this Article will be effective only if

- (A) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and
- (B) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

9 3 Any authorisation of a Conflict Situation under this Article may (whether at the time of giving the authorisation or subsequently)

- (A) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

(B) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and

(C) be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

9 4 In authorising a Conflict Situation the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict Situation otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

(A) disclose such information to the directors or to any director or other officer or employee of the company, or

(B) use or apply any such information in performing his duties as a director,

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

9 5 Where the directors authorise a Conflict Situation they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director

(A) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict Situation,

(B) is not given any documents or other information relating to the Conflict Situation, and

(C) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict Situation

9 6 Where the directors authorise a Conflict Situation, the director the subject of such Conflict Situation will

(A) be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict Situation, and

(B) pursuant to section 180(4)(b) of the Act, not have breached his general duties as set out in sections 171 to 177 of the Act to the extent that he complies with such terms and the other provisions of these Articles relating to Conflict Situations

9 7 For the purposes of sections 175 and 180(4) of the Act, it is acknowledged that a director may be or become subject to a Conflict Situation or Conflict Situations as a result of his also being or having been, or being party to an agreement or arrangement or understanding or circumstances under which he may become, an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or a direct or indirect investor in and/or otherwise commercially involved with or economically interested in, any associated company of the Company and/or any pension or similar retirement benefits scheme operated for the benefit of the employees and/or directors of any associated company of the Company Any such Conflict Situation of a director shall be deemed authorised by these Articles

9 8 Any director the subject of a Conflict Situation envisaged by Article 9 2 shall be entitled to receive notice (including any relevant board papers) of, attend, count in the quorum towards

and vote at board meetings relating in any way to, and deal generally with, matters concerning, connected with or arising from the Conflict Situation concerned

## **10. APPOINTMENT OF DIRECTORS**

The holder or holders for the time being of a majority in number of the issued shares of the Company entitled at the time to vote at general meetings may at any time and from time to time, by written notice (including by electronic communication) given to the Company at its registered office for the time being (such notice to take effect on delivery), appoint any person as a director and/or secretary of the Company and/or remove any person as a director and/or secretary of the Company, howsoever appointed

## **11 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 11 1 Any director other than an alternate director ("**appointor**") may appoint (and remove any alternate so appointed) as an alternate any other person (whether or not a director) to

- (A) exercise that director's powers, and
- (B) carry out that director's responsibilities,

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

- 11 2 Any appointment or removal of an alternate must be effected by notice in writing (including by electronic communication) identifying the alternate director concerned and will take effect on the later of

- (A) the date that the Company is served with the notice, and
- (B) the date specified in the notice as being the appointment or removal date of the alternate

- 11 3 In the case of an appointment of an alternate director, he must confirm in writing to the Company his willingness to act as the alternate of the appointor

- 11 4 An alternate director's appointment as an alternate terminates

- (A) if his appointor revokes his appointment by notice to the Company in writing (including by electronic communication) specifying when it is to terminate, or
- (B) if any event happens in relation to him which, if he were a Director, would cause his office as Director to be vacated, or
- (C) if his appointor ceases to be a director for any reason

## **12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 12 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

- 12 2 Except as the Articles specify otherwise, alternate directors

- (A) are deemed for all purposes to be directors,
- (B) are liable for their own acts and omissions,

(C) are subject to the same restrictions as their appointors, and

(D) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

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

(A) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and is entitled to be counted),

(B) 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

(C) may be counted separately for the purposes of Articles 12.3(A) and 12.3(B) in respect of each of his appointors and be entitled to a separate vote for each such appointor as is an Eligible Director

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of each of his appointors, in addition to his own vote on any decision of the directors (provided that such appointor is an Eligible Director in relation to that decision)

12.5 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

### 13 CHANGE OF NAME OF THE COMPANY

In addition to any other method available under the Act for effecting a change of name of the Company, the Company's name may (subject to compliance with section 79 of the Act) be changed by resolution of its Board

### 14. QUORUM FOR GENERAL MEETINGS

14.1 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. The presence of any one qualifying person when the Company has only one member shall constitute a quorum, otherwise, the quorum shall be any two qualifying persons. For the purposes of this Article 14.1 and Article 15 "qualifying person" has the meaning given to it in section 318(3) of the Act

14.2 If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceased to be present, the meeting shall stand dissolved

### 15 POLL VOTES

A poll may be demanded at any general meeting by

(A) any qualifying person present and entitled to vote at the meeting or

(B) any director, or

- (C) the chairman

## 16. NOTICES

16.1 Any notice shall be deemed to be served on or delivered to the intended recipient

- (A) if sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, in each case if sent by reputable international overnight courier addressed to the intended recipient),
- (B) if sent by electronic means, one hour after the document or information was sent,
- (C) if delivered by hand, when it is left at the address at which lawful service of the intended recipient may be effected, and
- (D) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, any notice delivered after 5pm on any business day or at any time on any non-business day shall be deemed to have been received at 9am on the following business day

## 17. INDEMNITY

17.1 Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled

- (A) every director and alternate director (and every director or alternate director of any associated company of the Company) (each a "**Relevant Officer**") shall be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him in his capacity as such save that no such person shall be indemnified (whether directly or indirectly)
  - (1) for any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company of the Company (as defined in section 256 of the Act for these purposes),
  - (2) for any fine imposed in criminal proceedings which have become final
  - (3) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,
  - (4) for any liability incurred by him in defending any criminal proceedings in which he is convicted and such conviction has become final,
  - (5) for any liability incurred by him in defending any civil proceedings brought by the Company or an associated company of the Company in which a final judgment has been given against him, and

- (6) for any liability incurred by him in connection with any application under sections 661(3) or (4) or 1157 of the Act in which the court refuses to grant him relief and such refusal has become final,
- (B) every Relevant Officer shall be entitled (i) to have funds provided to him by the Company to meet expenditure incurred or to be incurred by him in defending himself in any proceedings (whether civil or criminal) or in connection with an application for relief (as defined in section 205(5) of the Act) or in an investigation, or against action proposed to be taken, by a regulatory authority or (ii) to receive assistance from the Company as will enable any such person to avoid incurring such expenditure, where such proceedings, application, investigation or action are in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company, provided that he will be obliged to repay any funds provided to him no later than
  - (1) in the event he is convicted in such proceedings, the date when the conviction becomes final, or
  - (2) in the event of judgment being given against him in such proceedings, the date when the judgment becomes final, or
  - (3) in the event of the court refusing to grant him such relief, the date when the refusal becomes final, or
  - (4) in the event he becomes liable for any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising, the date on which any appeal relating to such sum becomes final (within the meaning of section 205(3) of the Act), and
- (C) every Relevant Officer shall be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act) save that no Relevant Officer shall be indemnified
  - (1) for any fine imposed in criminal proceedings which have become final
  - (2) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising, and
  - (3) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final

## 18. INSURANCE

Subject to the Act, the directors may exercise all the powers of the Company to purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or employee of the Company or any associated company of the Company or in which the Company has or had an interest (whether direct or indirect) or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of any such body corporate is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer, employee or trustee