

Company Number: 08007191

THE COMPANIES ACT 2006

WRITTEN RESOLUTION

- of -

ASSETZ CAPITAL LIMITED (Company)

Circulation Date 9 January 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (2006 Act), the directors of the Company (Directors) propose that resolution 1 is passed as a special resolution (Resolution).

SPECIAL RESOLUTION

- 1 that the articles of association contained in the printed document attached to this Written Resolution be and are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

AGREEMENT

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

The undersigned, being not less than 75% of the members entitled to vote on the Resolution on 9 January 2014, hereby irrevocably agree to the Resolution

ANDREW LAW

Date

STUART LAW

Date

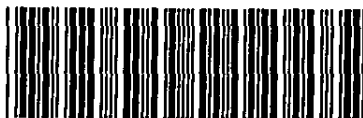
CHRIS MELLISH

Date

ANDREW HOLGATE

Date

TUESDAY



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27/01/2015

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COMPANIES HOUSE

Company Number: 08007191

**THE COMPANIES ACT 2006**

**WRITTEN RESOLUTION**

- of -

**ASSETZ CAPITAL LIMITED (Company)**

Circulation Date

2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (2006 Act), the directors of the Company (Directors) propose that resolution 1 is passed as a special resolution (Resolution):

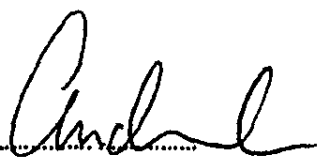
**SPECIAL RESOLUTION**

1. that the articles of association contained in the printed document attached to this Written Resolution be and are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

**AGREEMENT**

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

The undersigned, being not less than 75% of the members entitled to vote on the Resolution on 2014, hereby irrevocably agree to the Resolution.

  
.....  
**ANDREW LAW**

9/1/15 ..  
Date

.....  
**CHRIS MELLISH**

.....  
Date

.....  
**STUART LAW**

.....  
Date

.....  
**ANDREW HOLGATE**

.....  
Date

.....  
**DAVID PENSTON**

.....  
**DARIUS ZIATBARI**

.....  
Date

.....  
Date



.....  
**Director for And On Behalf Of Landmark  
Fiduciary Company (NZ) Limited**

9/1/15

.....  
Date

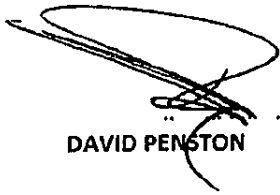
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8



DAVID PENSTON

9/1/15  
Date

.....  
DARIUS ZIATBARI

.....  
Date

.....  
Director for And On Behalf Of Landmark  
Fiduciary Company (NZ) Limited

.....  
Date

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to the Company's registered office,
- **Post** returning the signed copy by post to the Company's registered office

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

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless by 28 days after the Circulation Date sufficient agreement has been received for the Resolution to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

**Company number: 08007191**

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ASSETZ CAPITAL LIMITED  
(the "Company")**

(adopted by special resolution passed by way of written resolution on 9/1 / 2015)

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

**PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY**

**1. Defined terms**

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

“Accepting Shareholder”	has the meaning given in Article 38,
“Act”	the Companies Act 2006,
“ADC”	Assetz Development Capital Limited (company number 8007303),
“Admission”	the first occasion on which Ordinary Shares in the capital of the Company are permitted to be traded or dealt in on a Relevant EEA Market or a Relevant Market,
“Admission Price”	the price at which ordinary shares in the Company are issued and allotted on Admission or, if no such shares are so issued and allotted, the mid market price of the Company’s shares admitted to trading on the day of Admission
“Adoption Date”	the date of adoption of these Articles,
“Agreed Proportions”	means 39 per cent in respect of the A Ordinary Share Account, 13 per cent in respect of the B Ordinary Share Account, 1 per cent in respect of the C Ordinary Share Account and 1 per cent in respect of the D Ordinary Share Account and 1 per cent in respect of the E Ordinary Share Account and 1 per cent in respect of the F Ordinary Share Account and 22 per cent in respect of the G Ordinary Share Account and 22 per cent in respect of the H Ordinary Share Account;
“appointor”	has the meaning given in Article 22.1,

“Articles”	the Company’s Articles of association for the time being in force;
“A Share”	A ordinary share of £1 each,
“A Shareholder”	a holder of A Shares,
“Associated company”	companies are associated if one is a subsidiary of the other or both subsidiaries of the same body corporate,
“Bad Leaver”	a shareholder or Beneficial Shareholder subject to the Obligatory Transfer Events specified in Article 36.1 at any time prior to the third anniversary of the Adoption Date or thereafter unless the Obligatory Transfer Events specified in Article 36.1(a) is due to death, long term illness, permanent incapacity, retirement (provided at the normal retirement age), redundancy (as determined by the directors)), or circumstances where the shareholder or Beneficial Shareholder being an employee contends that he or she is entitled to resign by reason of conduct on the part of the Company (“Constructive Dismissal”) and such dismissal is found to have been wrongful and/or unfair by a court, industrial tribunal or appellate body thereof, or unless the Obligatory Transfer Event specified in Article 36.1(b) is due to death;
“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,
“Beneficial Shareholder”	the person beneficially entitled to shares held by a nominee or bare trustee on his behalf,
“B Share”	B ordinary share of £1 each,
“B Shareholder”	a holder of B Shares;
“Business day”	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

“C Share”	C ordinary share of £1 each,
“C Shareholder”	a holder of C Shares,
“capitalised sum”	has the meaning given in Article 49 1 2,
“chairman”	has the meaning given in Article 12;
“chairman of the meeting”	has the meaning given in Article 52 3,
“Companies Acts”	the Companies Acts (as defined in section 2 of the Act ), in so far as they apply to the Company,
“Conflict”	has the meaning given in Article 15 1;
“Connected Proposed Buyer”	is a Proposed Buyer who is <ul style="list-style-type: none"> <li>(a) any person acting in concert with any A Ordinary Shareholder from time to time, or</li> <li>(b) any person connected with any shareholder from time to time;</li> </ul>
“Consideration”	the gross consideration to be paid by the Proposed Buyer (before deducting any fees, commission or other expenses or sums) together with such sums as the Selling Shareholders and the Called Shareholders may agree (or in the absence of agreement within 10 Business Days of written request to agree such figure by either party, as determined by an independent firm of chartered accountants whose appointment and terms of reference are decided by the President, for the time being, of the Institute of Chartered Accountants of England and Wales with such person acting as expert and not as an arbitrator and whose decision shall be final and binding barring fraud or manifest error) as representing the cash value of any benefit or consideration received or receivable otherwise than in cash,
“Control”	control as defined in section 1124 of the Corporation Taxes Act 2010,
“D Share”	D ordinary share of £1 each,

“D Shareholder”	a holder of D Shares;
“Deemed Transfer Notice”	a Transfer Notice which is deemed to have been served by any of the provisions of these Articles,
“director”	a director of the Company, and includes any person occupying the position of director, by whatever name called,
“distribution recipient”	has the meaning given in Article 44 2;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form,
“Drag Along Notice ”	has the meaning given in Article 39 2;
“Drag Along Option”	has the meaning given in Article 39 1,
“E Share”	E ordinary share of £1 each;
“E Shareholder”	a holder of E Shares,
“electronic form”	has the meaning given in section 1168 of the Act,
“eligible director”	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
“Equity Securities”	has the meaning given in section 560 (1) of the Act,
“Excess Securities”	has the meaning given in Article 28 2;
“F Share”	F ordinary share of £1 each;
“F Shareholder”	a holder of F Shares,
“Fair Value”	shall be determined in accordance with Article 37 2
“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,
“G Share”	G ordinary share of £1 each,

“G Shareholder”	a holder of G Shares,
“hard copy form”	has the meaning given in section 1168 of the Act,
“holder”	in relation to shares means the person whose name is entered in the register of members as the holder of the shares,
“H Share”	H ordinary share of £1 each,
“H Shareholder”	a holder of H Shares,
“Independent Expert”	the auditors of the Company or, if they are unable or unwilling to act, such firm of accountants as is appointed by the directors,
“instrument”	a document in hard copy form,
“Interested Director”	has the meaning given in Article 15.1,
“Minimum Transfer Condition”	has the meaning given in Article 35 3.4,
“Model Articles”	the model Articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,
“Net Sales Proceeds”	in the event of a Sale, the gross aggregate consideration (whether in money or money’s worth and including deferred consideration whenever received) actually received by the seller or sellers net of all costs of sale, including without limitation all legal and other professional fees and agents fees and for these purposes the consideration received shall include anything received which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price payable,
“New Shareholder”	any person becoming a shareholder (or increasing an existing shareholding) including without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or convert any security into, Shares following the issue of an Offer Notice or a Drag Along Notice

	(whichever being relevant in context),
“obligatory transfer events”	has the meaning given in Article 36.1,
“Offer”	has the meaning given in Article 38 2,
“Offer Notice”	has the meaning given in Article 38 3,
“Offer Period”	has the meaning given in Article 38 3,
“Offer Price”	has the meaning given in Article 38.2
“Offeror”	has the meaning given in Article 38.1,
“ordinary resolution”	has the meaning given in section 282 of the Act,
“Ordinary Share”	an A Share and / or B Share and/or C Share and/or D Share and/or E Share and/or F Share and/or G Share and/or H Share in the capital of the Company;
“Ordinary Shareholder”	a holder of Ordinary Shares;
“paid”	means paid or credited as paid,
“participate”,	in relation to a directors’ meeting, has the meaning given in Article 10;
“persons entitled”	has the meaning given in Article 49 1.2,
“Proposed Buyer”	has the meaning given in Article 39 1
“Proposed Sale Price”	has the meaning given in Article 35 3 3,
“Proposed Transfer”	has the meaning given in Article 38.1,
“Proxy notice”	has the meaning given in Article 58,
“Relevant Director”	means any director or former director of the Company or an associated company,
“Relevant EEA Market”	as defined in paragraph 68(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended or re-issued from time to time,
“Relevant Market”	as defined in paragraph 69(1) of the Financial Services and Markets Act 2000 (Financial

	Promotion) Order 2005 as amended or re-issued from time to time and AIM, the market of that name operated by the London Stock Exchange plc,
"Sale"	the acquisition, on terms which have been approved by the A Shareholders, of both. <ul style="list-style-type: none"> <li>a Control of the Company, and</li> <li>b. Ordinary Shares conferring voting rights representing at least 80 per cent (or such lesser percentage as the A Ordinary Shareholders may unanimously agree at the time of such acquisition) of all such voting rights             <ul style="list-style-type: none"> <li>by a person who is, or persons all of whom are, otherwise unconnected with any of the A Shareholders and who is not an Associated Company of the Company in the circumstances in which thereafter no Ordinary Shareholder has Control of the Company,</li> </ul> </li> </ul>
"Sale Date"	has the meaning given in Article 38.3,
"Sale Shares"	has the meaning given in Article 35 3 1;
"Seller"	has the meaning given in Article 35 3;
"Sellers' Shares"	has the meaning given in Article 39 1,
"Selling Shareholders"	has the meaning given in Article 39.1,
"Shareholder"	a person who is the holder of a share,
"Shareholder Consent"	consent or approval in writing by a majority of the A Shareholders,
"shares"	A Shares, B Shares, C Shares, D Shares, E Shares, F Shares, G Shares and H Shares in the capital of the Company,
"SME"	Assetz SME Capital Limited (company number. 8007287),
"special resolution"	has the meaning given in section 283 of the Act,



“Subsidiary”	has the meaning given in section 1159 of the Act,
“Transfer Notice”	has the meaning given in Article 35 3,
“Transfer Price”	shall be determined in accordance with Article 37 1,
“Transmittee”	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; 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.

- 1 2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it; and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1 6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 At the Adoption Date the business of the Company is to be a holding company holding the whole of the share capital of each of SME and ADC until sale or distribution The Company’s business is to be conducted so far as practicable to ensure that.
- (i) 53 35% of SME (including any assets from time to time representing or produced by the same) is taken to belong to the A Ordinary Shareholders, and the B Ordinary Shareholders, pro rata to the number of Ordinary Shares held by them,
- (ii) 49 47% of ADC (including any assets from time to time representing or produced by the same) is taken to belong to the A Ordinary Shareholders, and

the B Ordinary Shareholders pro rata to the number of Ordinary Shares held by them,

- (iii) 46.65% of SME (including any assets from time to time representing or produced by the same) is taken to belong to the C Ordinary Shareholders, the E Ordinary Shareholders, the F Ordinary Shareholders and the G Ordinary Shareholders, and
- (iv) 50.53% of ADC (including any assets from time to time representing or produced by the same) is taken to belong to the D Ordinary Shareholders, the E Ordinary Shareholders and the H Ordinary Shareholders

## **2. Liability of members**

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

## **PART 2 - DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **3. Directors' general authority**

- 3.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

#### **4. A Shareholders' reserve power**

- 4.1 The A Shareholders may, either by special resolution, or by a written or verbal direction given at any board meeting of the Company direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution or direction invalidates any resolution which has been properly and validly passed by the directors before the passing of the resolution or the giving of the direction

#### **5. Directors may delegate**

- 5.1 Subject to the Articles the directors may delegate any of the powers which are conferred on them under the Articles
  - 5.1.1 to such person or committee;
  - 5.1.2 by such means (including by power of attorney),
  - 5.1.3 to such an extent,
  - 5.1.4 in relation to such matters or territories; and
  - 5.1.5 on such terms and conditions,
- 5.2 as they think fit
- 5.3 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5 4 The directors may revoke any delegation in whole or part, or alter its terms and conditions

## **6. Committees**

6 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors

6 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

## **DECISION-MAKING BY DIRECTORS**

### **7. Directors to take decisions collectively**

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

7 2 If

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

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

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making

### **8. Unanimous decisions**

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

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

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

### **9. Calling a directors' meeting**

9.1 Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.

9 2 Notice of any directors' meeting must indicate

9 2 1 its proposed date and time,

9.2 2 where it is to take place, and

9 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

9 3 Notice of a directors' meeting shall be given to each director in writing

9 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

## **10. Participation in directors' meetings**

10.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

10 1 1 the meeting has been called and takes place in accordance with the Articles; and

10.1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

10 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

## **11. Quorum for directors' meetings**

11 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

11 2 Subject to Article 11 3, the quorum for the transaction of business at a meeting of directors is any two eligible directors one of whom shall be an A Shareholder or a person nominated on behalf of the A Shareholder to act as a Director of the Company.

11.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 15 to authorise a director's conflict, if there is only one director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

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

11 4 1 to appoint further directors, or

11.4 2 to call a general meeting so as to enable the shareholders to appoint further directors, or

11 4.3 (if applicable) to call a general meeting so as to enable the shareholders to make the relevant decision in respect of which there are no eligible directors to enable the directors to make the relevant decision.

## **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 may appoint one of themselves to chair it.

### **13. Casting vote**

- 13.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote
- 13.2 Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

### **14. Transactions or other arrangements with the Company**

- 14.1 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 Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company.
- 14.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 14.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,
- 14.1.3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- 14.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 14.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 14.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 14.2 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 3 Subject to Article 14 4, 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 4 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

## **15. Directors' conflicts of interest**

15 1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**")

15 2 Any authorisation under this Article will be effective only if.

15 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

15 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

15 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

15 3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently)

15.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

15 3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

15 3 3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

15 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

15.3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

- 15.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent to which they relate to such matters
- 15.4 Where the directors authorise a Conflict the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 15.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation of variation, in accordance with the terms of such authorisation
- 15.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 16. Records of decisions to be kept**
- 16.1 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
- 17. Directors' discretion to make further rules**
- 17.1 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

## **APPOINTMENT OF DIRECTORS**

### **18. Methods of appointing directors**

- 18.1 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
- 18.1.1 by ordinary resolution; or
- 18.1.2 by a decision of the directors
- 18.2 In any case where, as a result of death, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director
- 18.3 For the purposes of Article 18.2, where two 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.

### **19. Termination of director's appointment**

- 19.1 A person ceases to be a director as soon as:

- 19 1 1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
- 19 1 2 a bankruptcy order is made against that person,
- 19 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 19 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 19 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- 19 1 6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

## **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
  - 20 2 1 for their services to the Company as directors, and
  - 20 2 2 for any other service which they undertake for the Company
- 20 3 Subject to the Articles, a director's remuneration may
  - 20 3 1 take any form, and
  - 20 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 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**

- 21 1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at.
  - 21 1 1 meetings of directors or committees of directors,
  - 21 1 2 general meetings, or
  - 21.1 3 separate meetings of the holders of any class of shares or of debentures of the Company,
- 21 2 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company



## **ALTERNATE DIRECTORS**

### **22. Appointment and removal of alternate directors**

22 1 Any director (the “**appointor**”) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to,

22 1 1 exercise that director’s powers, and

22 1 2 carry out that director’s responsibilities,

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

22 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

22 3 The notice must.

22 3 1 identify the proposed alternate, and

22 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

### **23. Rights and responsibilities of alternate directors**

23 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

23 2 Except as the Articles specify otherwise, alternate directors

23 2 1 are deemed for all purposes to be directors,

23 2 2 are liable for their own acts and omissions,

23 2 3 are subject to the same restrictions as their appointors;

23.2 4 are not deemed to be agents of or for their appointors, and

23.3 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

23 4 A person who is an alternate director but not a director.

23 4 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person’s appointor is not participating),

23.4 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

23 4 3 no alternate may be counted as more than one director for such purposes.

23 5 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any

decision of the directors (provided that his appointor is an eligible director in relation to that decision).

- 23 6 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

#### **24. Termination of alternate directorship**

24.1 An alternate director's appointment as an alternate terminates

24 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

24 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

24.1.3 on the death of the alternate's appointor, or

24 1 4 when the alternate's appointor's appointment as a director terminates

#### **25. Secretary**

25 1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

### **PART 3 - SHARES AND DISTRIBUTIONS**

#### **SHARES**

#### **26. Share Rights**

26 1 General

26 1 1 In order to give effect to the provisions of Article 1 7, the Company will establish for each class of Ordinary Shares a Capital Account and an Ordinary Share Account, designated to correspond with the related class of Ordinary Shares At the date of the adoption of these Articles

26 1 1 1 the share capital of SME is to be designated as an asset comprised as to 40.0125 per cent in the A Capital Account, as to 13.3375 per cent in the B Capital Account, as to 1 per cent in the C Capital Account, as to 1.65 per cent in the E Capital Account, as to 1.5 per cent in the F Capital Account and as to 42.5 per cent in the G Capital Account; and

26 1 1.2 the share capital of ADC is to be designated as an asset comprised as to 37.1025 per cent in the A Capital Account, as to 12.3675 per cent in the B Capital Account, as to 0.5 per cent in the D Capital Account, as to 1.53 per cent in the E Capital Account and as to 48.5 per cent in the H Capital Account.

Any gains or losses of a capital nature on either of SME or ADC (or on the proceeds of sale or the product into which those proceeds of sale are for the time being invested) are to be credited or debited in the relevant percentages referred to above to the relevant Capital Accounts

Any other gains or income or losses or expenditure in respect of the assets for the time being comprised in any of the A Capital Account, B Capital Account, C Capital Account, D Capital Account, E Capital Account, F Capital Account, G Capital Account and H Capital Account and so on are to be credited or debited (as the case may be) to the relevant Ordinary Share Account.

For the avoidance of doubt any gains or losses or income or expenditure comprised in the relevant Capital Account and/or Ordinary Share Account shall be credited or debited amongst the holders of shares in respect of the relevant Capital Account and/or Ordinary Share Account pro rata to the number of shares held by them.

Further, the following rights shall attach to the Ordinary Shares

## 26.2 Return of Capital of the Company

26.2 1 On a return of capital on liquidation or otherwise the assets of the Company available for distribution among the members shall belong to and be distributed among the holders of the Ordinary Shares as follows:-

26 2 1 1 to the A Shareholders, an amount equal to the assets for the time being allocated to the A Capital Account and the A Ordinary Share Account,

26 2.1 2 to the B Shareholders, an amount equal to the assets for the time being allocated to the B Capital Account and the B Ordinary Share Account,

26 2 1 3 to the C Shareholders, an amount equal to the assets for the time being allocated to the C Capital Account and the C Ordinary Share Account,

26 2 1 4 to the D Shareholders, an amount equal to the assets for the time being allocated to the D Capital Account and the D Ordinary Share Account.,

26.2 1.5 to the E Shareholders, an amount equal to the assets for the time being allocated to the E Capital Account and the E Ordinary Share Account;

26 2 1 6 to the F Shareholders, an amount equal to the assets for the time being allocated to the F Capital Account and the F Ordinary Share Account,

26.2.1.7 to the G Shareholders, an amount equal to the assets for the time being allocated to the G Capital Account and the G Ordinary Share Account,

26.2.1.8 to the H Shareholders, an amount equal to the assets for the time being allocated to the H Capital Account and the H Ordinary Share Account,

26 2 2 The distribution provided for in Articles 26.2.1 1 to 26 2.1 8 will nevertheless be subject to and after satisfying any debts or liabilities of the Company (including liquidation expenses and the remuneration of any liquidator) which are not exclusively attributable to assets comprised in any of those accounts, and to the extent that the same are not capable of being satisfied from any other assets of the Company The remaining amount

of these debts and liabilities will be attributed to the Ordinary Share Accounts in the Agreed Proportions. Subject to this any surplus assets available for distribution shall be distributed rateably among the members according to the nominal amounts of their respective shareholdings per class of share.

### 26.3 Return of Capital of SME and ADC

26.3.1 Any capital returned by SME, or other distributions in the nature of capital made by SME whether on a liquidation or reduction of capital or otherwise shall be allocated by the Company as to 40.0125 per cent to the A Capital Account, as to 13.3375 per cent to the B Capital Account, as to 1 per cent to the C Capital Account, as to 1.65 per cent to the E Capital Account as to 1.5 per cent to the F Capital Account and as to 42.5 per cent to the G Capital Account

26.3.2 Any capital returned by ADC, or other distributions in the nature of capital made by ADC, whether on a liquidation or reduction of capital or otherwise shall be allocated by the Company as to 37.1025 per cent to the A Capital Account, as to 12.3675 per cent to the B Capital Account, as to 0.5 per cent to the D Capital Account, as to 1.53 per cent to the E Capital Account and as to 48.5 per cent to the H Capital Account.

### 26.4 Income

26.4.1 The provisions of Articles 26.4.2 to 26.4.7 shall apply in relation to income accruing to the Ordinary Shareholders as follows

26.4.2 From the Adoption Date until the date which is seven years following the Adoption Date ("the Dividend Date") the Company shall allocate 75 per cent of all and any dividends paid to the Company by its Subsidiaries (initially, but not exclusively SME and ADC) to the A Ordinary Share Account and 25 per cent of all and any dividends paid to the Company to the B Ordinary Share Account and all other revenue directly or indirectly in respect of the assets comprised in the A Capital Account and the B Capital Account to the A Ordinary Share Account and the B Ordinary Share Account respectively. Any retained profits of the Company and/or SME and/or ADC at the Dividend Date shall be allocated in the same proportions notwithstanding that such profits are not distributed until after the Dividend Date.

26.4.3 From the Adoption Date until the Dividend Date, seventy five (75) per cent of all profits for each financial year of the Company will be distributed to A Shareholders and B Shareholders in the proportions set out in Article 26.4.2 above on 30 April each year

26.4.4 Subject to 26.4.2 above, after the date which is seven years following the Adoption Date -

26.4.4.1 The Company shall allocate -

26.4.4.1.1 40.0125 per cent of all and any dividends paid to the Company by SME (other than those required by Article 26.3.1 to be allocated to the A Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the A Capital Account to the A Ordinary Share Account,

- 26 4 4 1 2 13 3375 per cent of all and any dividends paid to the Company by SME (other than those required by Article 26.3 1 to be allocated to the B Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the B Capital Account to the B Ordinary Share Account,
- 26 4 4 1 3 1 per cent of all and any dividends paid to the Company by SME (other than those required by Article 26 3.1 to be allocated to the C Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the C Capital Account to the C Ordinary Share Account,
- 26 4 4 1 4 1 65 per cent of all and any dividends paid to the Company by SME (other than those required by Article 26 3 1 to be allocated to the E Capital Account) and all other revenue or indirectly in respect of the assets comprised in the E Capital Account to the E Ordinary Share Account;
- 26 4.4 1 5 1 5 per cent of all and any dividends paid to the Company by SME (other than those required by Article 26 3 1 to be allocated to the F Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the F Capital Account to the F Ordinary Share Account,
- 26 4 4 1 6 42 5 per cent of all and any dividends paid to the Company by SME (other than those required by Article 26 3.1 to be allocated to the G Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the G Capital Account to the G Ordinary Share Account
- 26 4 4 2 The Company shall allocate -
- 26 4 4 2 1 37 1025 per cent of all and any dividends paid to the Company by ADC (other than those required by Article 26.3 2 to be allocated to the A Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the A Capital Account to the A Ordinary Share Account;
- 26 4 4 2.2 12 3675 per cent of all and any dividends paid to the Company by ADC (other than those required by Article 26 3 2 to be allocated to the B Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the B Capital Account to the B Ordinary Share Account,
- 26 4 4 2 3 0.5 per cent of all and any dividends paid to the Company by ADC (other than those required by Article 26 3.2 to be allocated to the D Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the D Capital Account to the D Ordinary Share Account,
- 26 4 4 2.4 1 53 per cent of all and any dividends paid to the Company by ADC (other than those required by Article 26.3.2 to be allocated to the E Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the E Capital Account to the E Ordinary Share Account,
- 26 4 4 2 5 48 5 per cent of all and any dividends paid to the Company by ADC (other than those required by Article 26 3.2 to be allocated to the H Capital Account) and all other revenue directly or indirectly in respect of the assets comprised in the H Capital Account to the H Ordinary Share Account

26.4 5 Any interim or final dividend to be declared on the A Ordinary Shares may be declared on any one or more of those shares in such proportions as the A Ordinary Shareholders shall in their absolute discretion determine provided that any dividend declared or paid on the A Ordinary Shares shall be paid from the A Ordinary Share Account

26 4 6 The provisions of Article 26 4 5 shall apply mutatis mutandis for dividends paid (i) on the B Ordinary Shares, where reference to the A Ordinary Shareholders shall be to the B Ordinary Shareholders and reference to the A Ordinary Share Account shall be to the B Ordinary Share Account, (ii) on the C Ordinary Shares where reference to the A Ordinary Shareholders shall be to the C Ordinary Shareholders and reference to the A Ordinary Share Account shall be to the C Ordinary Share Account, (iii) on the D Ordinary Shares where reference to the A Ordinary Shareholders shall be to the D Ordinary Shareholders and reference to the A Ordinary Share Account shall be to the D Ordinary Share Account; (iv) on the E Ordinary Shares where reference to the A Ordinary Shareholders shall be to the E Ordinary Shareholders, and reference to the A Ordinary Share Account shall be to the E Ordinary Share Account; (v) on the F Ordinary Shares where reference to the A Ordinary Shareholders shall be to the F Ordinary Shareholders, and reference to the A Ordinary Share Account shall be to the F Ordinary Share Account; (vi) on the G Ordinary Shares where reference to the A Ordinary Shareholders shall be to the G Ordinary Shareholders, and reference to the A Ordinary Share Account shall be to the G Ordinary Share Account; (vii) on the H Ordinary Shares where reference to the A Ordinary Shareholders shall be to the H Ordinary Shareholders, and reference to the A Ordinary Share Account shall be to the H Ordinary Share Account,

26 4 7 The C Shareholders, the D Shareholders, the E Shareholders, the F Shareholders, the G Shareholders and the H Shareholders shall not be entitled to receive any dividends on the C Shares, the D Shares, the E Shares, the F Shares, the G Shares and the H Shares respectively until the date which is seven (7) years following the Adoption Date

## 26 5 Voting

26 5 1 the A Shareholders shall be entitled as a class to cast such votes as represent 56.25 per cent of all votes which may be cast by the Ordinary Shares,

26 5 2 the B Shareholders shall be entitled as a class to cast such votes as represent 18.75 per cent of all votes which may be cast by the Ordinary Shares,

26 5.3 the C Shareholders shall be entitled as a class to cast such votes as represent 15 per cent of all votes which may be cast by the Ordinary Shares;

26 5 4 the D shareholders shall be entitled as a class to cast such votes as represent 5 per cent of all votes which may be cast by the Ordinary Shares,

26 5 5 the E shareholders shall be entitled as a class to cast such votes as represent 5 per cent of all votes which may be cast by the Ordinary Shares;

26 5.6 the F Shareholders, the G Shareholders, and the H Shareholders shall not be entitled to vote on any resolution of the shareholders of the Company

26.5.7 the A Shareholders, B Shareholders, C Shareholders, D Shareholders and/or E Shareholders shall each be entitled to vote as a proportion of the percentages referred to in this Article calculated by dividing the number of A Shares, B Shares, C Shares, D Shares and/or E Shares held by them by the total number of A Shares, B Shares, C Shares, D Shares and/or E Shares in issue at the relevant time

## 26.6 Sale

26.6.1 On a Sale, the Net Sale Proceeds available for distribution amongst the members shall belong to and be distributed as follows -

26.6.1.1 In respect of Net Sales Proceeds attributable to SME in accordance with the provisions of this Article 26.6.1.1 -

- (a) in respect of the A Shares, such amount as is equal to 40.0125 per cent of an amount of the Net Sale Proceeds,
- (b) in respect of the B Shares, such amount as is equal to 13.3375 per cent of an amount of the Net Sales Proceeds,
- (c) in respect of the C Shares, such amount as is equal to 1 per cent of an amount of the Net Sales Proceeds,
- (d) in respect of the E Shares, such amount as is equal to 1.65 per cent of an amount of the Net Sales Proceeds,
- (e) in respect of the F Shares, such amount as is equal to 1.5 per cent of the Net Sales Proceeds,
- (f) in respect of the G Shares, such amount as is equal to 42.5 per cent of the Net Sales Proceeds,

in each case with the amount of the Net Sales Proceeds attributable to SME being calculated on the basis of the following formula:-

$$\frac{X}{Y} \times \text{Net Sales Proceeds}$$

where -

X is the average pre-tax profit of SME as shown in its year end accounts plus a further £800,000 per year calculated for the last three financial years (or less if less than three years are completed) ending before completion of a Sale;

Y is the average of the sum of the pre-tax profits of the Company, SME and ADC, as shown in their year end accounts, plus a further £800,000 per year, calculated for the last three financial years (or less if less than three years are completed) ending before completion of a Sale,

and -

26.6.1.2 In respect of the Net Sales Proceeds attributable to ADC in accordance with the provisions of this Article 26.6.1.2,

- (aa) in respect of the A Shares, such amount as is equal to 37.1025 per cent of an amount of the Net Sales Proceeds,
- (bb) in respect of the B Shares, such amount as is equal to 12.3675 per cent of the Net Sales Proceeds,
- (cc) in respect of the D Shares, such amount as is equal to 0.5 per cent of the Net Sales Proceeds,
- (dd) in respect of the E Shares, such amount as is equal to 1.53 per cent of the Net Sales Proceeds,
- (ee) in respect of the H Shares, such amount as is equal to 48.5 per cent of the Net Sales Proceeds,

in each case with the amount of the Net Sales Proceeds attributable to ADC being calculated on the basis of the following formula -

$$\frac{V}{Y} \times \text{Net Sales Proceeds}$$

where -

V is the average pre-tax profits of ADC as shown in its year end accounts for the last three financial years (or less if less than three financial years are completed) ending before completion of a Sale;

Y is the average of the sum of the pre-tax profits of the Company, SME and ADC, as shown in its year end accounts, plus a further £800,000 per year, calculated for the last three financial years (or less if less than three years are completed) ending before completion of a Sale,

and.-

26.6.1.3 In respect of the Net Sales Proceeds attributable to the Company in accordance with the provisions of this Article 26.6.1.3:-

- (aaa) in respect of the A Shares, such amount as is equal to 75 per cent of an amount of the Net Sales Proceeds,
- (bbb) in respect of the B Shares, such amount as is equal to 25 per cent of the Net Sales Proceeds,



in each case with the amount of the Net Sales Proceeds attributable to the Company being calculated on the basis of the following formula -

$$\frac{W}{Y} \times \text{Net Sales Proceeds}$$

where.-

W is the average pre-tax profit of the Company as shown in its year end accounts calculated for the last three financial years (or less if less than three years are completed) ending before completion of a Sale

Y is the average of the sum of the pre-tax profits of the Company, SME and ADC, as shown in their year end accounts, plus a further £800,000 a year calculated for the last three financial years (or less if less than three years are completed) ending before completion of a Sale

## 26.7 Admission

26.7.1 In the event of an Admission, the A Shares, B Shares, C Shares, D Shares, E Shares, F Shares, G Shares and H Shares shall be automatically converted immediately prior to Admission into ordinary shares ranking pari passu in all respects as if Admission were a sale under Article 26.6 and the Net Sales Proceeds were instead the total market capitalisation of the Company on such Admission (calculated by multiplying the number of Ordinary Shares in issue immediately prior to any such Admission by the Admission Price)

## 26.8 Class of Share

26.8.1 On an issue of shares or transfer of shares the class of share issued or transferred shall become the same class as the recipient already holds or otherwise such class as the directors direct, with Shareholder Consent.

## 27. Further issue of shares: authority

27.1 Save to the extent authorised by these Articles, or authorised from time to time by Shareholder Consent, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

27.2 Subject to the remaining provisions of this Article 27 and to Article 28, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:

27.2.1 offer or allot,

27.2.2 grant rights to subscribe for or to convert any security into; and

27.2.3 otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper

27.3 The authority referred to in Article 27.1

27.3.1 shall be limited to a maximum nominal amount of £100,000,000,

27.3.2 shall only apply insofar as the Company has not renewed, waived or revoked it by Shareholder Consent, and

27.3.3 may only be exercised for a period of five years commencing on the Adoption Date save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

## **28. Further issues of shares: pre-emption rights**

28.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities made by the Company

28.2 Subject to the provisions of this Article, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer

28.2.1 shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and

28.2.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe

28.3 Any equity securities not accepted by the Shareholders pursuant to the offer made to them in accordance with Article 28.2 shall be used for satisfying any requests for Excess Securities. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 28.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that

applied for by him) After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine (subject to Shareholder Consent), at the same price and on the same terms as the offer to the shareholders

28 4 Any of the restrictions or other provisions of this Article may be waived or varied with Shareholder Consent in relation to any proposed issue of shares

## **29. Shares not to be allocated at a discount**

29 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 unless otherwise agreed with Shareholder Consent

## **30. Powers to issue different classes of share**

30 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution and with Shareholder Consent.

30.2 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 subject to Shareholder Consent

## **31. Company not bound by less than absolute interests**

31 1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

## **32. Share certificates**

32 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

32 2 Every certificate must specify.

32.2 1 in respect of how many shares and of what class, it is issued,

32.2 2 the nominal value of those shares;

32 2 3 that the shares are fully/partly paid as applicable; and

32 2 4 any distinguishing numbers assigned to them

32 3 No certificate may be issued in respect of shares of more than one class.

32 4 If more than one person holds a share, only one certificate may be issued in respect of it

32.5 Certificates must:

32 5 1 have affixed to them the Company's common seal; or

32.5 2 be otherwise executed in accordance with the Companies Acts

### **33. Replacement share certificates**

33.1 If a certificate issued in respect of a shareholder's shares is

33.1.1 damaged or defaced, or

33.1.2 said to be lost, stolen or destroyed;

33.2 that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

33.3 A shareholder exercising the right to be issued with such a replacement certificate:

33.3.1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

33.3.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

33.3.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

### **34. Transfers of shares: general**

34.1 In these Articles, reference to the transfer of a share includes (without limitation) the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to an interest in a share includes a beneficial or other interest in a share.

34.2 No share shall be transferred, and the directors shall not register a transfer of any share, unless it is made in accordance with these Articles. The directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and (unless the share is fully paid), by or on behalf of the transferee.

34.3 If a shareholder transfers (or purports to transfer) a share other than in accordance with these Articles, he shall, save with Shareholder Consent to the contrary, be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.

34.4 Any transfer of a share by way of sale which is required to be made under these Articles shall be deemed to include a warranty that the transferor sells the share with full title guarantee.

34.5 To enable the directors to determine whether or not there has been any transfer (or purported transfer) of shares the directors may require.

34.5.1 any holder (or the legal representatives of a deceased holder); or

34.5.2 any person named as a transferee in a transfer lodged for registration; or

34.5.3 such other person as the directors may reasonably believe to have information

relevant to that purpose,

to provide the Company with any information and evidence that the directors think fit regarding any matter which they deem relevant to that purpose

34.6 If any such information or evidence referred to in Article 34.5 is not provided to enable the directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided they are reasonably satisfied that a breach has occurred, the directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the directors within 15 business days of receipt of such written notice, then (without prejudice to any other rights or remedies) the relevant shares shall cease to confer on the holder of them any rights.

34.6.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares, and

34.6.2 to receive dividends or other distributions attaching to those Shares, or

34.6.3 to participate in any future issue of shares issued in respect of those shares

The directors may (with Shareholder Consent) reinstate some or all of such rights at any time

34.7 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:

34.7.1 it does not contain a Minimum Transfer Condition; and

34.7.2 the Seller wishes to transfer all the shares held by him (including any shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of shares pursuant to the relevant Transfer Notice).

34.8 Any Transfer Notice (but not an Offer Notice or a Drag Along Notice) served in respect of the transfer of any share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice

### **35. Pre-emption rights on the transfer of shares**

35.1 Except where the provisions of Articles 35.2, 38 or 39 apply, any transfer of shares by a Shareholder shall be subject to the pre-emption rights in this Article 35.

35.2 An A Shareholder or a B Shareholder may transfer shares to any person with Shareholder Consent

35.3 A Shareholder who wishes to transfer shares (a **Seller**) shall, before transferring or agreeing to transfer any shares, give notice in writing (a **Transfer Notice**) to the Company specifying:

- 35 3 1 subject to Article 34 7 2, the number of shares he wishes to transfer (**Sale Shares**),
- 35 3 2 the name of the proposed transferee, if any,
- 35 3 3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (**the Proposed Sale Price**), and
- 35 3 4 subject to Article 34 7 1, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a **Minimum Transfer Condition**).

35.4 Except in the case of a Deemed Transfer Notice (which may not be withdrawn), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is less than the Proposed Sale Price the Seller may, within 15 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. Otherwise, a Transfer Notice may only be withdrawn with Shareholder Consent.

35 5 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

35 6 As soon as practicable following the later of:

35 6 1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and

35.6.2 the determination of the Transfer Price,

35 6 3 (in the case of a Seller holding options) the later of exercise of such options or the lapse of such options in accordance with their terms,

the directors shall (unless the Transfer Notice is withdrawn in accordance with Article 35 4) offer the Sale Shares (which shall include any shares issued pursuant to options held by the Seller after the date of the Transfer Notice or Deemed Transfer Notice) for sale to the Company (provided that the Company is lawfully able to purchase such Sale Shares) or to the extent the Company is not able or willing to purchase such Sale Shares to the A Shareholders at the Transfer Price. The offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered and invite the A Shareholders to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (**the Offer Period**) for the maximum number of Sale Shares they wish to buy.

35 7 If:

35 7 1 at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each shareholder who has applied for Sale Shares in the proportion which his existing holding of shares bears to the total number of shares held by shareholders that have applied for the Sale Shares. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the directors (acting reasonably)). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he

is willing to buy,

35.7.2 not all Sale Shares are allocated following allocations in accordance with Article 35.7.1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in Article 35.7.1. The procedure set out in this Article 35.7.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied, and

35.7.3 at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the accepting shareholders in accordance with their applications. The balance (the **Initial Surplus Shares**) shall be dealt with in accordance with Article 35.12

35.8 Where the Transfer Notice contains a Minimum Transfer Condition

35.8.1 any allocation made under Articles 35.6 and 35.7 shall be conditional on the fulfilment of the Minimum Transfer Condition; and

35.8.2 if the total number of Sale Shares applied for under Article 35 is less than the number of Sale Shares, the directors shall notify the Seller and all those shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

35.9 Where either

35.9.1 the Transfer Notice does not contain a Minimum Transfer Condition; or

35.9.2 allocations have been made in respect of all the Sale Shares,

the directors shall within 10 business days of the end of the Offer Period give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and each shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 business days, but not more than 20 business days, after the date of the Allocation Notice).

35.10 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

35.11 If the Seller fails to comply with Article 35.10.

35.11.1 the chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent and attorney on behalf of the Seller:

35.11.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,

35.11.1.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and

- 35 11 1 3 (subject to the transfer being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them, and
- 35 11 2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together with such other evidence (if any) as the directors may reasonably require to prove good title to those shares) to the Company
- 35 12 Where an Allocation Notice does not relate to all the Sale Shares or the Transfer Notice lapses pursuant to Article 35.8 2 then, subject to Article 35.13, the Seller may, at any time during the 15 business days following the date of service of the Allocation Notice, transfer the Sale Shares (in the case of a lapsed offer) or the Surplus Shares to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this Article 35.12 shall continue to be subject to any Minimum Transfer Condition
- 35.13 The Seller's right to transfer shares under Article 35 12 does not apply if the directors with Shareholder Consent reasonably consider that.
- 35.13 1 the transferee is a competitor (or a member of the same group as a competitor) of the business of any Group Company,
- 35.13 2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- 35 13 3 the Seller has failed or refused to promptly provide information available to him and reasonably requested to enable it to form the opinion referred to in this Article

### **36. Compulsory transfers**

- 36 1 If any of the following events (**obligatory transfer events**) happen to a C Shareholder and/or D Shareholder and/or E Shareholder (excluding any shareholder who also holds A Shares) and/or F Shareholder and/or G Shareholder (excluding any shareholder who also holds A Shares) and/or H Shareholder (excluding any shareholder who also holds A Shares) (including for the purposes of this Article a Beneficial Shareholder beneficially interested in the relevant class of Shares) he shall be deemed to have served a transfer notice in respect of all shares held by him (including any shares acquired or which may be acquired pursuant to the terms of any share option agreement) as soon as possible, which shall include details of the obligatory transfer event
- (a) the C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or relevant Beneficial Shareholder ceases to be an employee or director of the Company or any of its subsidiaries for any reason whatsoever; or



- (b) the death or bankruptcy of a C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or Beneficial Shareholder; or
- (c) the C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or relevant Beneficial Shareholder breaches their fiduciary duties as a director of the Company or any of its Subsidiaries; or
- (d) the C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or relevant Beneficial Shareholder breaches any terms of the Deed of Covenant dated on or around the Adoption Date

36.2 If the C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or Beneficial Shareholder that has suffered the obligatory transfer event fails to serve a transfer notice, he shall be regarded as giving a deemed transfer notice in relation to his shares (including any shares acquired or which may be acquired pursuant to the terms of any share option agreement) on the date on which the other shareholders become aware of the obligatory transfer event and the provisions of Article 35 shall apply save that the transfer price shall, if the C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or Beneficial Shareholder is a Bad Leaver be the lower of the Transfer Price or the amount paid up on the sale shares held by the relevant shareholder

36.3 As soon as practicable after service, or deemed service, of the Transfer Notice, the Transfer Price shall be determined pursuant to Article 37

36.4 For the avoidance of doubt, if the C Shareholder and/or D Shareholder and/or E Shareholder and/or F Shareholder and/or G Shareholder and/or H Shareholder or Beneficial Shareholder who suffers the Obligatory Transfer Event fails to complete the transfer of shares as required under this Article, the provisions of Article 35 11 shall apply.

### **37. Valuation**

37.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share agreed between the Seller and the Company acting by its directors unless the directors (any director with whom the Seller is connected not voting), acting with Shareholder Consent, within 15 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the directors first have actual knowledge of the facts giving rise to such deemed service) determine that it should be the Fair Value of each Sale Share

37.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert

on the following bases and assumptions

- 37.2.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served),
- 37.2.2 if the Company and its subsidiaries are then carrying on business as a going concern, on the assumption that they will continue to do so,
- 37.2.3 that the Sale Shares are capable of being transferred without restriction;
- 37.2.4 valuing the Sale Shares taking into account the rights attributable to the Sale Shares on the basis of Article 26, and
- 37.2.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account

37.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit

37.4 The directors will give the Independent Expert access to all accounting records or other relevant documents of the Company, subject to it agreeing such confidentiality provisions as the directors may reasonably impose

37.5 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

37.6 The Independent Expert shall be requested to determine the Fair Value within 20 business days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.

37.7 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs unless:

37.7.1 the Seller withdraws the relevant Transfer Notice in accordance with Article 35.4; or

37.7.2 the Fair Value is less than the price per Sale Share offered to the Seller by the directors as referred to above before the appointment of the Independent Expert,

in which case the Seller shall bear the cost.

### **38. Mandatory offer on change of control**

38.1 In the event that a proposed transfer of shares (other than a transfer of shares made pursuant to Article 39 or Article 40) whether made as one or as a series of transactions (a **Proposed Transfer**) would, if completed, result in any person other than an existing Shareholder (the **Offeror**), together with any person acting in concert with the Buyer, acquiring at least a majority of the voting rights attending the issued Ordinary Shares, the remaining provisions of this Article 38 shall apply.

38.2 The Company and the Sellers shall procure that, prior to the completion of the Proposed

Transfer, the Buyer shall make an offer (the **Offer**) to each shareholder on the date of the Offer to buy all of the shares held by such shareholders on the date of the Offer for a consideration in cash per share (the **Offer Price**) which is based on the highest price per share and on terms no less favourable than those offered, paid or to be paid by the Buyer (including any such sums representing the cash value of any benefit or consideration received or receivable otherwise than in cash), or any person acting in concert with the Buyer, for any shares in connection with the Proposed Transfer or any transaction in the 12 calendar months preceding the date of completion of the Proposed Transfer provided always that notwithstanding the foregoing provisions of this Article 38.2, the provisions of Article 26 6 shall apply in determining how the proceeds from the sale of shares shall be distributed.

38 3 The Offer shall be made by notice in writing (an **Offer Notice**) addressed to each shareholder on the date of the Offer at least 15 business days (the **Offer Period**) before the date fixed for completion of the Proposed Transfer (the **Sale Date**). The Offer Notice shall specify

38 3 1 the identity of the Buyer,

38 3 2 the Offer Price and any other terms and conditions of the Offer,

38 3 3 the Sale Date, and

38 3 4 the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer

38 4 Each shareholder shall, within 15 business days following receipt of the Offer Notice, notify the Sellers that it wants to sell a certain number of shares held by it at the Offer Price. Such notification shall be made by delivering a written counter-notice to the Sellers which shall specify the number of shares that the shareholder wants to sell. Any shareholder that does not send a counter-notice within that 15 business day period shall be deemed to have specified that they do not want to sell any Shares.

38 5 The completion of the Proposed Transfer shall be conditional in all respects on:

38 5 1 the making of an Offer in accordance with this Article 38, and

38 5 2 the completion of the transfer of any Shares by any Shareholder who accepts the Offer within the Offer Period (each an **Accepting Shareholder**),

and the directors shall refuse to register any Proposed Transfer made in breach of this Article 38 5.

38 6 An Offer Notice shall be deemed to have been served upon any New Shareholder (immediately upon any person becoming a New Shareholder), on the same terms as the previous Offer Notice, who shall then be entitled to sell and transfer all such shares acquired by him to the Buyer and the provisions of this Article 38 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such shares shall take place forthwith upon the later of the Offer Notice being deemed served on the New Shareholder and the date of completion of the Offer

38 7 The Proposed Transfer is, but the purchase of shares from Accepting Shareholders pursuant to an Offer made under this Article 38 shall not be subject to the pre-emption provisions of Article 35.

### 39. Drag along

39 1 Subject to Article 39.12, if the shareholders holding at least a majority of the issued A Shares and B Shares (the **Selling Shareholders**) wish to transfer all of their interest in shares (**Sellers' Shares**) to a bona fide arm's-length purchaser (**Proposed Buyer**) (other than a transfer made pursuant to Article 35), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of shares on the date of the request (**Called Shareholders**) to sell and transfer all their interest in shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 39

39 2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), at any time before the completion of the transfer of the Sellers' Shares, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:

39 2 1 that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this Article 39;

39.2 2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);

39 2.3 the price per share payable for the Called Shares (being determined in accordance with the provisions of Article 26.6),

39 2.4 the proposed date of completion of transfer of the Called Shares

39.3 Once given, a Drag Along Notice may not be revoked. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 40 business days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

39 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 39.

39 5 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

39 5 1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or

39 5 2 that date is less than 15 business days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 15 business days after the date of service of the Drag Along Notice.

- 39.6 At least 10 business days prior to the proposed date of completion of transfer of the Called Shares as specified in the Drag Along Notice the Called Shareholders shall deliver stock transfer forms for their shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those shares (or a suitable indemnity in respect of such certificate(s)) to the Company. On the expiration of that 10 business day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to this Article 39 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 39.7 To the extent that the Proposed Buyer has not, on the expiration of the 10 business day period, put the Company in funds to pay the amounts due, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant shares and the Called Shareholders shall have no further rights or obligations under this Article 39 in respect of their shares (unless a further Drag Along Notice is served).
- 39.8 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect of such certificate(s))) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 39.
- 39.9 A Drag Along Notice shall be deemed to have been served upon any New Shareholder (immediately upon such person becoming a New Shareholder), on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 39 shall apply *mutatis mutandis* to the New Shareholder, save that completion of the sale of such shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.
- 39.10 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of Article 35.
- 39.11 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any

Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

39 12 If the Proposed Buyer is a Connected Proposed Buyer, the Selling Shareholders shall require Shareholder Consent before the provisions of this Article shall apply.

#### **40. Transmission of shares**

40 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

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

40 2 1 may, subject to the provision of these Articles, choose either to become the holder of those shares or to have them transferred to another person, and

40 2 2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

40.3 But transmittees do not have the right to attend and vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death, unless they become holders of those shares

#### **41. Exercise of transmittees rights**

41 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

41.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it, subject to the provisions of these Articles

41 3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transferee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

#### **42. Transmittees bound by prior notices**

42 1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice of it was given to the shareholder before the transmittee's name has been entered in the register of members.

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **43. Procedure for declaring dividends**

- 43 1 The Company may by ordinary resolution and with Shareholder Consent declare dividends, and the directors may decide to declare and pay interim dividends, subject to Shareholder Consent.
- 43 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.
- 43 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 43 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 43.5 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.
- 43 6 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.

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

- 44 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.
- 44 1 1 transfer to a bank or building society account specified by the distribution recipient in writing;
- 44 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing,
- 44.1 3 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
- 44 1 4 any other means of payment as the directors agree with the distribution recipient in writing.
- 44 2 In the Articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable
- 44 2 1 the holder of the share, or
- 44 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or
- 44 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee or person entitled to the share by reason of the bankruptcy (as the case may be).

#### **45. No interest on distributions**

- 45 1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by
- 45 1 1 the terms on which the share was issued.

#### **46. Unclaimed distributions**

- 46 1 All dividends or other sums which are
- 46 1 1 payable in respect of shares, and
- 46 1 2 unclaimed after having been declared or become payable,
- 46 2 may be invested or otherwise made use of by the directors for the benefit of the Company until claimed
- 46 3 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it
- 46 4 If
- 46 4.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
- 46 4 2 the distribution recipient has not claimed it,
- 46 5 the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

#### **47. Non-cash distributions**

- 47.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution (and subject to Shareholders Consent) 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)
- 47 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
- 47 2 1 fixing the value of any assets;
- 47 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- 47.2.3 vesting any assets in trustees.

#### **48. Waiver of distributions**

- 48 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if.
- 48 1 1 the share has more than one holder, or



48 1 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

#### **49. Capitalisation of profits**

49.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution (and subject to Shareholders Consent)

49.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

49.1 2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions

49 2 Capitalised sums must be applied

49 2 1 on behalf of the persons entitled, and

49 2 2 in the same proportions as a dividend would have been distributed to them

49 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

49 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.

49 5 Subject to the Articles the directors may

49 5 1 apply capitalised sums in accordance with Articles 49 3 and 49 4 partly in one way and partly in another,

49 5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and

49 5 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

### **PART 4 - DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

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

50.1 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

- 50.2 A person is able to exercise the right to vote at a general meeting when
- 50.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 50.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 50.3 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.
- 50.4 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.
- 50.5 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

## **51. Quorum for general meetings**

- 51.1 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.

## **52. Chairing general meetings**

- 52.1 The chairman shall chair general meetings if present and willing to do so
- 52.2 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.
- 52.2.1 the directors present, or
- 52.2.2 (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 52.3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

## **53. Attendance and speaking by directors and non-shareholders**

- 53.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 53.2 The chairman of the meeting may permit other persons who are not
- 53.2.1 shareholders of the Company, or
- 53.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

## **54. Adjournment**

- 54 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
- 54 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
  - 54 2 1 the meeting consents to an adjournment, or
  - 54.2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 54 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 54 4 When adjourning a general meeting, the chairman of the meeting must.
  - 54 4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - 54 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 54 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):
  - 54.5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 54 5.2 containing the same information which such notice is required to contain
- 54 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**

### **55. Voting: general**

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

### **56. Errors and disputes**

- 56 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.
- 56 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

## **57. Poll votes**

57.1 A poll on a resolution may be demanded:

57.1.1 in advance of the general meeting where it is to be put to the vote, or

57.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

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

57.3 A demand for a poll may be withdrawn if:

57.3.1 the poll has not yet been taken, and

57.3.2 the chairman of the meeting consents to the withdrawal.

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

## **58. Content of proxy notices**

58.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

58.1.1 states the name and address of the shareholder appointing the proxy,

58.1.2 identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;

58.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

58.1.4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the proxy notice at any time before the meeting

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

58.3 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

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

58.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

58.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

## **59. Delivery of proxy notices**

- 59.1 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
- 59.2 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.
- 59.3 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
- 59.4 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

## **60. Amendments to resolutions**

- 60.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
  - 60.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - 60.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 60.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
  - 60.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 60.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 60.3 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**

### **61. Means of communication to be used**

- 61.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company
- 61.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- 61.2.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- 61.2.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 61.2.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 61.2.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 61.3 For the purposes of this Article, no account shall be taken of any part of a day that is not a working day
- 61.4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 61.5 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 61.6 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.

## **62. Company seals**

- 62.1 Any common seal may only be used by the authority of the directors
- 62.2 The directors may decide by what means and in what form any common seal is to be used
- 62.3 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
- 62.4 For the purposes of this Article, an authorised person is:
- 62.4.1 any director of the Company;
- 62.4.2 the Company secretary (if any), or
- 62.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

**63. No right to inspect accounts and other records**

- 63 1 Except as provided by law or as authorised by the directors or a special resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder

**64. Provision for employees on cessation of business**

- 64 1 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**

**65. Indemnity**

- 65 1 Subject to Article 65 2, a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against.
- 65 1 1 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,
- 65 1 2 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);
- 65.1.3 any other liability incurred by that director as an officer of the Company or an associated Company
- 65 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.

**66. Insurance**

- 66 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.