

Company Number: 08119577

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
BLURRT LIMITED**

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OF
BLURRT LIMITED

1. DIS-APPLICATION OF MODEL ARTICLES

- 1.1 None of the model articles contained in the schedules to the Companies (Model Articles) Regulations 2008 (SI 2008/3229), or any amended subsequent legislation or statutory instrument containing model articles, shall apply to the Company
- 1.2 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) shall not apply to the Company

2. INTERPRETATION

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

"Accepting Shareholder"	has the meaning given to it in Article 13.5,
"Acting in Concert"	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers for the time being in force,
"Address"	includes a number or address used for the purposes of sending or receiving Documents or information, including by Electronic Means,
"Appointor"	has the meaning given to it in Article 18.1.1,
"Articles"	means these Articles of Association,

"Associate"	in relation to a Shareholder <ul style="list-style-type: none"> (a) who is an individual, any of his Relations, Family Trusts or the trustees of those Family Trusts, or (b) that is a company, any Member of the Same Group
"Authenticated"	means (subject to section 1146 of the Companies Act) authenticated in such manner as the Board may in its absolute discretion determine,
"Beneficial Owners"	means the beneficial owners who, from time to time, have beneficial ownership in the Shares for which the Nominated Custodian is registered as the legal owner,
"Board"	the board of Directors from time to time and any committee of such board constituted for the purpose of taking any action or decision contemplated by these Articles,
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of non-automated banking business,
"Buyer"	has the meaning given to it in Article 13 1,
"Called Shareholders"	has the meaning given to it in Article 14 1,
"Called Shares"	has the meaning given to it in Article 14 2 1,
"Capitalised Sum"	has the meaning given to it in Article 22 1 1(b),
"Chairman"	has the meaning given to it in Article 19 6,
"Chairman of the Meeting"	has the meaning given to it in Article 23 3 3,
"Companies Act"	the Companies Act 2006 (as amended, consolidated and restated from time to time),
"Company"	Blurr Limited, a limited company registered in England & Wales under No 08119577,
"Compulsory Notice"	Transfer a notice given by a Shareholder to the Company appointing the Company the agent of the Shareholder with full power to transfer specified Shares to such person and on such terms, or to determine that such Shares should not be transferred, as the Company

	deems reasonable and appropriate
“Controlling Interest”	means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 995 of ITA 2007,
“Drag Along Notice”	has the meaning given to it in Article 14 1,
“Drag Along Option”	has the meaning given to it in Article 14 1,
“Director”	a director of the Company from time to time,
“Distribution Recipient”	has the meaning give to it in Article 21 2 2,
“Document”	includes summons, notice, order or other legal process and registers,
“Electronic Form” and “Electronic Means”	have the meanings given to them in section 1168 of the Companies Act,
Finance Wales	Finance Wales Investments (3) Limited (registered in England and Wales with company number 05210122) or (as the context may require) any person to whom Finance Wales has transferred its Shares in accordance with these Articles,
“Family Trusts”	in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder and/or his Relations,
“Fully Paid”	means, in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company,
“Group”	the Company and each and any of its subsidiaries from time to time, and “Group Company” shall be construed accordingly,
“Group Company Interest”	has the meaning given in Article 20 8,
“Hard Copy Form”	has the meaning given in section 1168 of the Companies Act,
“Holder”	in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares,
“Holding Company”	has the meaning given to it in the Companies Act,

Independent Accountants	means such firm of chartered accountants as the Board (with the approval of Finance Wales and SDML) and the vendor may agree in writing, or (failing agreement on the identity of the firm of chartered accountants within a period of 14 days from a request by the Vendor or the Board for a determination of the Fair Value under Article 10), such firm of chartered accountants as may be appointed for this purpose on the application of either the Board or the Vendor by the President for the time being of the Institute of Chartered Accountants in England and Wales,
"Instrument"	means a Document in Hard Copy Form,
"Interested Directors"	has the meaning given to it in Article 20 3 2,
"Investors"	means Finance Wales Investments (3) Limited and SDML and shall include any Holder to whom any Investor has transferred Shares in accordance with these Articles (each of them being an Investor),
Issue Price	means, in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium,
"ITA 2007"	the Income Tax Act 2007,
"Member of the Same Group"	as regards any company, a Subsidiary of that company, a company which is from time to time its Holding Company, and any other Subsidiary of any such Holding Company,
"New Shareholder"	has the meaning given to it in Article 14 11,
"Nominee"	means Seedrs Limited,
"Nominated Custodian"	means Seedrs Nominees Limited,
"Offer"	has the meaning given to it in Article 13 2,
"Offer Notice"	has the meaning given to it in Article 13 3,
"Offer Period"	has the meaning given to it in Article 13 3,
"Offer Shares"	has the meaning given to it in Article 13 3 4,
"Ordinary Resolution"	has the meaning given in section 282 of the Companies Act,
"Ordinary Shares"	the ordinary shares of £0.01 each in the

	capital of the Company,
"Paid"	means paid or credited as paid,
"Persons Entitled"	has the meaning given to it in Article 22 1 1(b),
"Proposed Buyer"	has the meaning given to it in Article 14 1,
"Proposed Transfer"	has the meaning given to it in Article 13 1,
"Proxy Notice"	has the meaning given to it in Article 24 4 1,
"Relation"	the spouse, civil partner, widow or widower of a Shareholder and the Shareholder's children and grandchildren (including step and adopted children), and step and adopted children of the Shareholder's children,
"Sale Date"	has the meaning given to it in Article 13 3,
"SDML"	S4C Digital Media Limited (company number 03418710) of Parc Ty Glas, Llanishen, Cardiff CF14 5DU or (as the context may require) any person to whom SDML has transferred its Shares in accordance with these Articles,
"Seller"	a transferor of Shares,
"Sellers' Shares"	has the meaning given to it in Article 14 1,
"Selling Shareholders"	has the meaning given to it in Article 14 1,
"Shareholder"	a Holder of Shares,
"Shares"	shares in the capital of the Company from time to time,
"Special Resolution"	has the meaning given in section 283 of the Companies Act,
"Specified Price"	has the meaning given to it in Article 13 2,
"Subsidiary"	shall have the meaning given to it in the Companies Act and a company shall be treated, for the purposes only of the membership requirement contained in subsection 1159(1)(b) and (c) of the Companies Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee,

“Transmittee” means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,

“Writing” or “Written” means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information in a legible and non-transitory form, including (subject to the provisions of the Companies Act) in Electronic Form

2 2 References to the bankruptcy or insolvency of a person or the appointment of a liquidator, administrator or administrative receiver, or entry into compositions or arrangements with creditors shall include any analogous events or proceedings in any relevant jurisdiction

2 3 References to a person shall include a natural person, body corporate or unincorporated body as the context requires

2 4 Words importing the singular include the plural and vice versa, and words importing any gender include any other gender

3. SHARE CAPITAL AND LIMITATION OF LIABILITY

3.1 The share capital of the Company at the date of adoption of these Articles consists of Ordinary Shares

3 2 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them

4. SHARES

4.1 All Shares to be fully paid up

4.1.1 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

4.1.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum

4.2 Powers to issue different classes of Share

4.2.1 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

4 2 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

4 3 Company not bound by less than absolute interests

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

4 4 Share certificates

4.4.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

4.4.2 Every certificate must specify

- (a) in respect of how many Shares, of what class, it is issued,
- (b) the nominal value of those Shares,
- (c) that the Shares are fully Paid, and
- (d) any distinguishing numbers assigned to them

4.4 3 No certificate may be issued in respect of Shares of more than one class

4.4.4 If more than one person holds a Share, only one certificate may be issued in respect of it

4.4.5 Certificates must

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Companies Act

4.5 Replacement share certificates

4.5.1 If a certificate issued in respect of a Shareholder's Shares is

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares

4 5.2 A Shareholder exercising the right to be issued with such a replacement certificate

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

- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

5 FURTHER ISSUES OF SHARES

- 5 1 Section 550 of the Companies Act shall not apply to the Company Subject to the remaining provisions of this Article 5, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act, to exercise any power of the Company to offer, allot or grant rights to subscribe for, or convert securities into, or otherwise deal in, or dispose of, any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper
- 5.2 The authority referred to in Article 5 1
 - 5.2.1 shall be limited to a maximum nominal amount of £1,000,000 00,
 - 5 2 2 shall only apply insofar as the Company has not renewed, waived or revoked it, and
 - 5 2 3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, 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)
- 5.3 Sections 561 and 562 of the Companies Act shall apply to the Company but the offer period referred to in those sections shall be a period of at least 10 Business Days This Article 5 3 is subject always to the provisions of sections 570 and 571 of the Companies Act
- 5.4 The provisions of section 565 of the Companies Act shall not apply to the Company

6 PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

- 6 1 The Company may pay any person a commission in consideration for that person
 - 6.1.1 subscribing, or agreeing to subscribe, for Shares, or
 - 6.1.2 procuring, or agreeing to procure, subscriptions for Shares
- 6.2 Any such commission may be Paid
 - 6.2.1 in cash or in fully Paid Shares or other securities, or partly in one way and partly in the other, and
 - 6.2.2 in respect of a conditional or an absolute subscription

7. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

- 7.1 When, as a result of a sub-division or a consolidation of Shares, Shareholders are entitled to fractions of Shares the Directors may
- 7.1 1 sell the Shares representing the fractions to any person for the best price reasonably obtainable,
 - 7.1.2 authorise an Instrument of transfer to be executed in accordance with the directions of the purchaser, and
 - 7 1 3 distribute the net proceeds of sale in due proportion among the Shareholders
- 7.2 The purchaser of such Shares shall not be obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- 7 3 The purchaser's title to the Shares shall not be affected by any irregularity in, or invalidity of the process leading to their sale

8 PERMITTED TRANSFERS

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 8** shall be permitted without restriction and the provisions of **Article 9** (Voluntary Transfers) shall have no application to a transfer made in accordance with this **Article 8**

8 1 Transfers by Beneficial Owners

Each Beneficial Owner may transfer its beneficial interest in any Shares to any person, without notice to the Company and at any time, so long as the Nominee and Nominated Custodian remains the legal owner in respect of such Shares immediately after such transfer

8 2 Transfer by Nominated Custodian

The Nominated Custodian shall be entitled to transfer the legal interest in the Shares it holds to any newly appointed Nominated Custodian

8 3 Transfer of Legal Title to Beneficial Owners

The Nominated Custodian shall be entitled to transfer the legal title of any of the Shares to which it has legal title to the relevant Beneficial Owner(s) of such Shares

8 4 Permitted transfers by Finance Wales

Finance Wales shall be entitled to transfer all or any of its Shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a Finance Wales Group Company)

8.5 Finance Wales shall be entitled to transfer all or any of its shares to any institutional investor (meaning a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investment or a person whose business is to make, manage or advise upon investments for any of the foregoing) or group of institutional investors as part of any transaction involving the sale of other disposal of all, or a substantial proportion, of its investments

8.6 Permitted transfers by SDML

SDML shall be entitled to transfer all or any of its Shares to any other body corporate or statutory corporation which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being an SDML Group Company)

8.7 SDML shall be entitled to transfer all or any of its shares to any institutional investor (meaning a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investment or a person whose business is to make, manage or advise upon investments for any of the foregoing) or group of institutional investors as part of any transaction involving the sale of other disposal of all, or a substantial proportion, of its investments

9. **TRANSFER OF SHARES**

9.1 Except as permitted under Article 8, any Holder who wishes to transfer shares (the Vendor) shall give notice in writing (the Transfer Notice) to the Company of his wish specifying

- 9.1.1 the number and class(es) of shares (the Sale Shares) which he wishes to transfer,
- 9.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares,
- 9.1.3 the price per share at which he wishes to transfer the Sale Shares (the Transfer Price), and
- 9.1.4 whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares being sold pursuant to the offer referred to in Article 9.4 (a Total Transfer Condition) and, in the absence of such stipulation, it shall be deemed not to be so conditional

9.2 No Transfer Notice or Deemed Transfer Notice shall be withdrawn unless the Vendor is obliged to procure the making of an offer under Article 9 and is unable so to procure. In that event the Vendor shall be entitled to withdraw such Transfer Notice, without liability to any person, prior to completion of any transfer

9.3 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price

9.4

9.4.1 The Company shall forthwith upon receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price give notice in writing to each of the Holders of Shares (other than the Vendor) offering the Sale Shares for sale at the Transfer Price to those Holders in proportion to the number of Shares then held by

them respectively. Every such notice shall specify (a) the total number of Sale Shares, (b) the Transfer Price, (c) the number of Sale Shares offered to the Holder (its Proportionate Entitlement), (d) whether or not the Transfer Notice contained a Total Transfer Condition, and (e) a period of 20 Business Days (or 10 Business Days if the Vendor is an Investor) within which the offer must be accepted or shall lapse. The notice shall be accompanied by a form of application for use by the Holder in applying for its Proportionate Entitlement and for any shares in excess of such entitlement which it wishes to purchase. A Holder which is an Investor shall be entitled to elect that all or any of the rights under this Article 8 shall be exercisable by any company which is a Member of the Same Group, and references in this Article 9 to "Holder" shall be construed accordingly.

- 9.4.2 Within 3 days of the expiry of the offers to be made pursuant to Article 9.4.1 (or sooner if all the Sale Shares offered shall have been accepted in the manner provided in Article 9.4.1), the Board shall allocate the Sale Shares in the following manner:
- (a) to each Holder who has agreed to purchase shares, its Proportionate Entitlement or such lesser number of Sale Shares for which it applied,
 - (b) if any Holder has applied for less than its Proportionate Entitlement, the excess shall be allocated to the Holders who have applied for any part of such excess in proportion to the number of Shares then held by them respectively (but without allocating to any Holder a greater number of Sale Shares than the maximum number applied for by it) and any remaining excess shall be apportioned by applying this Article 9.4.2(b) without taking account of any Holder whose application has already been satisfied in full.

and the Company shall forthwith give notice of each such allocation (an Allocation Notice) to the Vendor and each of the persons to whom Sale Shares have been allocated (a Member Applicant) and shall specify in the Allocation Notice the place and time (being not later than 10 Business Days (or 5 Business Days if the Vendor is an Investor) after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

- 9.5 If any of the Sale Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the shares forming part of each and every fractional entitlement shall be aggregated and offered to or allocated amongst the Holders, or some of them, as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit.
- 9.6 Subject to Article 9.7, upon such allocations being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance. If he makes default in so doing, the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be authorised by the Board to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to

the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the Holder or Holders of the shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company whereupon he shall be paid the purchase money.

9 7 If the Vendor included a Total Transfer Condition in the Transfer Notice and the total number of shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for 10 Business Days (or 5 Business Days if the Vendor is an Investor), to those persons to whom Sale Shares have been allocated to apply for further Sale Shares which, in the event of competition, shall be allocated in accordance with Article 9 4 2(b). If the Transfer Notice included a Total Transfer Condition, completion of the sale of the Sale Shares in accordance with Article 9 6 shall be conditional upon applications having been made for all of the Sale Shares.

9 8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article 9 the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares (which have not been sold) to any person or persons at any price not less than the Transfer Price PROVIDED THAT

9.8.1 if the Vendor included a Total Transfer Condition in the Transfer Notice, the Vendor shall not be entitled, save with the written consent of all the other shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons,

9.8.2 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer, and

9 8 3 for the avoidance of doubt, the Board shall refuse registration of the transfer if such transfer obliges the Vendor to procure the making of an offer in accordance with Article 13 2, until such time as such offer has been made and, if accepted, completed

10. **COMPULSORY TRANSFERS**

10.1 In this **Article 10**, a **Transfer Event** means, in relation to any member

(a) a member who is an individual

(i) becoming bankrupt, or

- (ii) dying,

and Finance Wales and SDML notifying the Company within 6 months of the matter coming to its attention that such event is a Transfer Event in relation to that member,

- (b) a member making any arrangement or composition with his creditors generally and Finance Wales and SDML notifying the Company within 6 months of the matter coming to its attention that such event is a Transfer Event in relation to that member,

- (c) a member which is a body corporate

- (i) having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets, or

- (ii) having an administrator appointed in relation to it, or

- (ii) entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or

- (iv) having any equivalent action taken in any jurisdiction,

and Finance Wales and SDML notifying the Company within 6 months of the matter coming to its attention that such event is a Transfer Event in relation to that member,

- (d) a member who is or was previously a director or employee of a member of the Group ceasing to hold such office or employment and as a consequence no longer being a director or employee of any member of the Group and Finance Wales and SDML notifying the Company within 6 months of the matter coming to its attention that such event is a Transfer Event in relation to that member,

- (e) a member attempting to deal with or dispose of any Share or any interest in a Share otherwise than in accordance with these Articles and Finance Wales and SDML notifying the Company within 6 months of the matter coming to its attention that such event is a Transfer Event in relation to that member,

- 10.2 Upon the happening of any Transfer Event, the member in question (or his personal representatives or trustee in bankruptcy where applicable) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them or, in the case of any transferee of shares who is not the immediate subject of the Transfer Event, in respect of those Shares received directly or indirectly from the member who is the immediate subject of the Transfer Event (a **Deemed Transfer Notice**) A Deemed Transfer Notice shall supersede and be deemed to cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have already been validly transferred pursuant to that Transfer Notice

Notwithstanding any other provision of these Articles, if Finance Wales and SDML so notifies the Board in relation to any Shares, any member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares between the date of the relevant Deemed Transfer Notice and the expiry of 3 months after the date of the

relevant Deemed Transfer Notice given in respect of those Shares or, if earlier, the entry in the register of members of the Company of another person as the Holder of those Shares

10.3 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 9** as if they were Sale Shares in respect of which a Transfer Notice had been given save that

- (a) a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event,
- (b) subject to **Article 10.4**, the Transfer Price shall be a price per Sale Share agreed between the Vendor, the Board, SDML and Finance Wales or, in default of agreement within 21 days after the date of the Transfer Event, the Fair Value,
- (c) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable,
- (d) the Vendor may retain any Sale Shares for which purchasers are not found or, after the lapse of the offer referred to in **Article 9.4.1** and with the prior written approval of SDML and Finance Wales, sell all or any of those Sale Shares to any person (including any member) at any price per Sale Share which is not less than the Transfer Price, and
- (e) the Sale Shares sold in accordance with this **Article 10.3** shall be sold together with all rights attaching thereto as at the date of the Transfer Event

10.4 The Transfer Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within **Article 90.1(d)** shall

- (a) in the case of a Good Leaver (as defined in **Article 10.5**) be their Fair Value, and
- (b) in the case of a Bad Leaver (as defined in **Article 10.5**), be the lesser of their Fair Value and their Issue Price
- (c) in the case of a Very Bad Leaver (as defined in **Article 10.5**), be the nominal value

(d)

10.5 In **Article 10.4**

- (a) **Good Leaver** refers to a person who ceases to be a director or employee of any member of the Group and as a consequence is no longer a director or employee of any member of the Group and is not a Bad Leaver,
- (b) **Bad Leaver** refers to any person who ceases to be a director or employee of any member of the Group either before the third anniversary of the adoption of these Articles (other than as a result of his death, because he is suffering from a Critical Illness or because he has reached the normal retirement age set by the Group (provided that age is objectively justifiable in accordance with the Equality Act 2010) or by dismissal for gross misconduct at any time

and as a consequence is no longer a director or employee of any member of the Group unless otherwise agreed in writing by the Board, SDML and Finance Wales

- (c) **Very Bad Leaver** refers to any person who ceases to be a director or employee of any member of the Group in circumstances where that person is guilty of fraud or dishonesty leading to a material loss to the Company or its shareholders,

10.6 For the purpose of **Article 10.1(d)** the date upon which a member ceases to hold office or employment as described therein shall be

- (a) where a contract of employment or directorship is terminated by the employer by giving notice to the employee of the termination of the employment or directorship, the date of that notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination),
- (b) where a contract of employment or directorship is terminated by the employee by giving notice to the employer of the termination of the employment or directorship, the date of that notice,
- (c) save as provided in **Article 10.6(a)**, where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance,
- (d) where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event, and
- (e) where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in **Articles 10.6(a) to 10.6(d)** above, the date on which the action or event giving rise to the termination occurs

10.7 **"Fair Value"** for the purposes of these Articles means as agreed between the Board (with the approval of SDML and Finance Wales) and the Vendor or, in the absence of agreement within 21 days of the Transfer Event, determined by the Independent Accountants in accordance with **Article 11**

11. VALUATION OF SHARES

11.1 In the event that the Independent Accountants are required to determine the price at which Shares are to be transferred pursuant to these Articles, such price shall be the amount the Independent Accountants shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this **Article 11** is required), certify in writing to be the price which, in their opinion, represents a fair value for such shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or Deemed Transfer Notice is given. In making such determination, the Independent Accountants shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles

- 11.2 In so certifying, the Independent Accountants shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and upon all of its Holders for the purposes of these Articles
- 11.3 The costs of the Independent Accountants shall be borne by the Company unless, in the case of a determination required pursuant to the provisions of **Article 10**, the amount determined by the Independent Accountants is less than that suggested by the Board in which event the costs of the Independent Accountants shall be borne by the Vendor

12 TRANSMISSION OF SHARES

12.1 Transmission

- 12.1.1 If title to a Share passes to a Transmittée, the Company may only recognise the Transmittée as having any title to that Share
- 12.1.2 A Transmittée who produces such evidence of entitlement to Shares as the Directors may properly require
 - (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had
- 12.1.3 But Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed Written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the Holders of those Shares

12.2 Exercise of Transmittees' rights

- 12.2.1 Transmittées who wish to become the Holders of Shares to which they have become entitled must notify the Company in Writing of that wish
- 12.2.2 If the Transmittée wishes to have a Share transferred to another person, the Transmittée must execute an Instrument of transfer in respect of it
- 12.2.3 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 Transmittée has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

12.3 Transmittées bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a Transmittée is entitled to those Shares, the Transmittée is bound by the notice if it was given to the Shareholder before the Transmittée's name has been entered in the register of members

13 TAG ALONG

- 13.1 Except in the case of transfers pursuant to Article 10 or Article 14, the provisions of Article 13.2 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any Shares (a **"Proposed Transfer"**) which would, if carried out, result in any person (other than a person who holds a Controlling Interest in the Company at that time or an Associate of such a person) (a **"Buyer"**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company
- 13.2 Before completing the Proposed Transfer, a Seller shall procure that the Buyer makes an offer (an **"Offer"**) to each of the other Shareholders to buy all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or Paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the six months preceding the date of the Proposed Transfer (the **"Specified Price"**)
- 13.3 The Offer shall be made by Written notice (an **"Offer Notice"**), at least 20 Business Days (the **"Offer Period"**) before the proposed sale date (the **"Sale Date"**) To the extent not described in any accompanying documents, the Offer Notice shall set out
- 13.3.1 the identity of the Buyer,
 - 13.3.2 the purchase price and other terms and conditions of payment,
 - 13.3.3 the proposed date of the transfer, and
 - 13.3.4 the number of Shares proposed to be purchased by the Buyer from each such Shareholder (the **"Offer Shares"**)
- 13.4 If the Buyer fails to make the Offer to all holders of Shares in the Company then, except where Article 14.7 applies, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer intended to effect the Proposed Transfer
- 13.5 If the Offer is accepted by any Shareholder (an **"Accepting Shareholder"**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by all Accepting Shareholders

14 DRAG ALONG

- 14.1 If the Holders of 70% or more of the Shares in issue for the time being (the **"Selling Shareholders"**) wish to transfer all of their interest in Shares (the **"Sellers' Shares"**) to a bona fide arm's length purchaser (the **"Proposed Buyer"**), the Selling Shareholders have the option to require all the other Holders of Shares (the **"Called Shareholders"**) to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (the **"Drag Along Option"**) The provisions of this article 14.1 may not be exercised in respect of Shares held

by SDML (or any transferee of such Shares) in the event that the price specified in the Drag Along Option in respect of the such Shares is less than the subscription price, including any premium paid, for such Shares plus an annual internal rate of return of 15% on such amount

- 14.2 The Selling Shareholders may exercise the Drag Along Option by giving Written notice to that effect (a "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify that
- 14.2.1 the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this Article 14,
 - 14.2.2 the person to whom the Called Shares are to be transferred,
 - 14.2.3 the consideration payable for the Called Shares calculated in accordance with Article 14.3, and
 - 14.2.4 the proposed date of the transfer
- 14.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 20 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.
- 14.4 The Called Shareholders shall sell each Called Share for a consideration in cash per Share that is at least equal to the highest price per Share offered or Paid by the Proposed Buyer, or any person Acting in Concert with the Proposed Buyer, to the Selling Shareholders for the Sellers' Shares or in any related previous transaction in the six months preceding the date of the Drag Along Notice.
- 14.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 14.
- 14.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.
- 14.7 Provided that the Proposed Buyer is ready, willing and able to complete the sale of the Called Shares on the completion date determined in accordance with Article 14.6, the requirement for a mandatory offer under Article 13 shall not apply to any transfer of Shares to a Proposed Buyer (or as they may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- 14.8 On the completion date determined in accordance with Article 14.6, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company and, against delivery of such documents, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due pursuant to Article 14.3 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The

Company shall hold the amounts due to the Called Shareholders pursuant to Article 14 3 in trust for the Called Shareholders without any obligation to pay interest

- 14.9 To the extent that the Proposed Buyer has not, on the completion date determined in accordance with Article 14 6, put the Company in funds to pay the consideration due pursuant to Article 14 3, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further obligations under this Article 14 in respect of their Shares
- 14 10 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by him, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent to execute all necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such Holder) of the consideration payable for the Called Shares, deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the Holder thereof After the Proposed Buyer (or their nominee) has been registered as the Holder, the validity of such proceedings shall not be questioned by any such person Failure to produce a share certificate shall not impede the registration of Shares under this Article 14
- 14.11 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares or on the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice The New Shareholder shall then be bound to sell and transfer all Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 14 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder

15 DIRECTORS' POWERS AND RESPONSIBILITIES

15.1 Directors' general authority

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

15 2 Shareholders' reserve power

15 2.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action

15 2 2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution

15.3 Directors may delegate

- 15.3.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles
- (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions,
- as they think fit
- 15.3.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 15.3.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

15.4 Committees

- 15.4.1 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
- 15.4.2 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

16 RECORDS AND RULES – DIRECTORS' DECISIONS

16.1 Records of decisions to be kept

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

16.2 Directors' discretion to make further rules

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

17. APPOINTMENT AND REMOVAL OF DIRECTORS

17.1 Number of Directors

Unless and until the Company by Ordinary Resolution determines otherwise, there shall be no minimum and no maximum number of Directors

17.2 Methods of appointing Directors

17.2.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director

(a) by Ordinary Resolution, or

(b) by a decision of the Directors

17.2.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director

17.2.3 For the purposes of paragraph 17.2.2, 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

17.3 Termination of Directors' appointment

A person ceases to be a Director as soon as

17.3.1 that person ceases to be a Director by virtue of any provision of the Companies Act or is prohibited from being a Director by law,

17.3.2 a bankruptcy order is made against that person,

17.3.3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

17.3.4 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,

17.3.5 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,

17.3.6 notification is received by the Company from the Director that the Director is resigning from office as Director, and such resignation has taken effect in accordance with its terms,

17.3.7 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period (and his alternate Director (if any) has not during such period attended in his place) and the Directors resolve that his office be vacated (for the avoidance of doubt this sub article

shall not apply to any appointed Investor Director or SDML Director),

17 3 8 he is convicted of a criminal offence (other than a motoring offence not involving a term of imprisonment) and the Directors resolve that his office should be vacated, or

17 3.9 he is removed from office by notice in Writing served upon him by a majority of his fellow Directors, but only if he was appointed as a Director pursuant to Article 17 2 1(b)

17.4 Directors' remuneration

17 4 1 Directors may undertake any services for the Company that the Directors decide

17.4.2 Directors are entitled to such remuneration as the Directors determine

(a) for their services to the Company as Directors, and

(b) for any other service which they undertake for the Company

17 4 3 Subject to the articles, a Director's remuneration may

(a) take any form, and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

17.4.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

17.4.5 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

17.5 Directors' expenses

17 5 1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at

(a) meetings of Directors or committees of Directors,

(b) general meetings, or

(c) separate meetings of the Holders of any class of Shares or of debentures of the Company,

(d) or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

17 6 **Investor Director and observer**

- 17.6.1 Finance Wales may from time to time appoint any person to be a director with the title of investor director (the **Investor Director** which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove the Investor Director from office
- 17.6.2 There shall not be more than one director bearing the title of Investor Director in office at any time
- 17 6 3 Any appointment or removal of the Investor Director shall be in writing served on the Company signed on behalf of Finance Wales and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative
- 17.6.4 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the registered office of Finance Wales
- 17 6 5 Upon written request by Finance Wales, the Company shall procure that the Investor Director is forthwith appointed as a director of any other member of the Group, to any committee of the Board or the board of any member of the Group
- 17.6.6 Finance Wales has the right to nominate an observer to attend all meetings of the Board and the Company (the **Observer**) The Observer shall have the right to attend but not speak (unless invited to do so by the Chairman of such meeting) or vote at such meetings

17 7 **SDML Director and observer**

- 17.7.1 SDML may from time to time appoint any person to be a director (the **"SDML Director"** which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove the SDML Director from office
- 17.7.2 There shall not be more than one director bearing the title of SDML Director in office at any time
- 17.7.3 Any appointment or removal of the SDML Director shall be in writing served on the Company signed on behalf of SDML and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative
- 17.7.4 Notice of meetings of the Board shall be served on any SDML Director who is absent from the United Kingdom at the registered office of SDML

- 17.7.5 Upon written request by SDML, the Company shall procure that the SDML Director is forthwith appointed as a director of any other member of the Group, to any committee of the Board or the board of any member of the Group
- 17.7.6 SDML has the right to nominate an observer to attend all meetings of the Board and the Company (the **Observer**) The Observer shall have the right to attend but not speak (unless invited to do so by the Chairman of such meeting) or vote at such meetings

18. **ALTERNATE DIRECTORS**

18.1 **Appointment and removal of alternates**

18.1.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

- (a) exercise that Director's powers, and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor

18.1.2 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

18.1.3 The notice must

- (a) identify the proposed alternate, and
- (b) 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

18.2 **Rights and responsibilities of alternate Directors**

18.2.1 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

18.2.2 Alternate Directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors

and in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all

meetings of committees of Directors of which his Appointor is a member

18.2.3 A person who is an alternate Director but not a Director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating),
- (b) may participate in a unanimous decision of the Directors (but only if his Appointor is eligible to vote in relation to that decision but does not participate), and
- (c) shall not be counted as more than one Director for the purposes of Articles 18.2.3(a) and 18.2.3(b)

18.2.4 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is eligible to vote in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

18.2.5 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the Company

18.3 Termination of alternate Directorship

An alternate Director's appointment as an alternate terminates

- 18.3.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 18.3.2 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,
- 18.3.3 on the death of the alternate's Appointor, or
- 18.3.4 when the alternate's Appointor's appointment as a Director terminates

19. DECISION-MAKING BY DIRECTORS

19.1 Directors to take decisions collectively

- 19.1.1 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 19.2

19.1.2 If

- (a) the Company only has one Director, and
- (b) no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making, including those set out in Article 19 5

19.2 Unanimous decisions

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

19 2 2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing

19.2.3 References in this Article to "eligible Directors" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting

19.2.4 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

19.3 Calling a Directors' meeting

19.3.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice

19 3 2 Notice of any Directors' meeting must indicate

- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

19.3.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing

19.3.4 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 not more than seven days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

19.4 Participation in Directors' meetings

- 19 4 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when
- (a) the meeting has been called and takes place in accordance with the Articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 19.4.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other
- 19 4 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

19.5 Quorum for Directors' meetings

- 19.5.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 19 5 2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two, including both the SDML Director and the Investor Director (if appointed)
- 19.5.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision
- (a) to appoint further Directors, or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further Directors

19.6 Chairing of Directors' meetings

- 19.6 1 The Directors may appoint a Director to chair their meetings
- 19.6.2 The person so appointed for the time being is known as the "Chairman"
- 19.6.3 The Directors may terminate the Chairman's appointment at any time
- 19.6.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it

19.7 Casting vote

- 19.7.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting shall have a casting vote
- 19.7.2 Article 19.7.1 does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes

20. CONFLICTS OF INTEREST OF DIRECTORS

- 20.1 Subject to the provisions of the Companies Act and provided that he has previously disclosed the nature and extent of such duty or interest to the Directors in accordance with the provisions of the Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
 - 20.1.1 may vote at a Board meeting (or any committee of the Directors), and form part of a quorum present at that meeting, or participate in any decision making of the Directors in relation to such transaction or arrangement with the Company,
 - 20.1.2 may be a party to, or otherwise interested in, any such transaction or arrangement, and
 - 20.1.3 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest nor shall the receipt of any remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 20.2 For the purposes of section 175 of the Companies Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company
- 20.3 Authorisation of a matter under Article 20.2 shall be effective only if
 - 20.3.1 the matter in question shall have been proposed in writing for consideration at a meeting of the Directors or in accordance with the Board's normal procedures or in such other manner as the Directors may approve,
 - 20.3.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**") save that if there are only two Directors holding office, the quorum for that part of the meeting dealing with the matter is to be authorised under Article 20.2, shall be any

Director who is not interested in the matter and Article 19 5 2 shall be amended accordingly,

- 20.3.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted, and
- 20.3.4 in taking the decision, the Directors act in a way they consider, in good faith, will be most likely to promote the Company's success
- 20.4 Any authorisation of a matter pursuant to Article 20 2 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised
- 20.5 Any authorisation of a matter under Article 20 2 shall be subject to such conditions or limitations as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently, and may be varied or terminated by the Directors (excluding the Interested Directors) at any time Such conditions or limitations may include (without limitation)
 - 20.5.1 (without prejudice to a Director's general obligations of confidentiality) the application to the interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the matter,
 - 20 5 2 the exclusion of the interested Director from all information relating to, and discussion by the Company of, the matter, and
 - 20 5 3 that, where the interested Director obtains (other 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 it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence
- 20.6 A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation
- 20 7 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Article 20 2 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit
- 20 8 Subject to compliance by him with his duties as a Director under Part 10 of the Companies Act (other than the duty in section 175(1) of the Companies Act which is the subject of this Article 20 8), a Director (including the chairman of the Board (if any) and any other non-executive Director) may, at any time
 - 20.8.1 be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company, or
 - 20.8.2 be a Director or other officer of, employed by or hold Shares or other securities (whether directly or indirectly) in, or otherwise be

interested, whether directly or indirectly, in any other Group Company,

(in either case a “**Group Company Interest**”) and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director

- (a) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company),
- (b) shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives in consequence of any Group Company Interest and any contract, transaction or arrangement relating to a Group Company Interest shall not be liable to be avoided on the grounds of any such benefit, and
- (c) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party

20.9 Any Director who has a Group Company Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 20.9 may be made either at a meeting of the Board or by notice in Writing to the Company marked for the attention of the Directors

20.10 Notwithstanding the provisions of Article 20.8, the Directors (excluding the Interested Directors) may at any time impose such conditions or limitations on the authorisations given under Article 20.8 and may vary or terminate any such authorisations in respect of a particular Group Company Interest

21 DIVIDENDS

21.1 Procedure for declaring dividends

- 21.1.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends

- 21.1.2 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.
- 21.1.3 No dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights.
- 21.1.4 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.
- 21.1.5 If the Company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 21.1.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 21.1.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

21.2 **Payment of dividends and other distributions**

- 21.2.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in Writing or as the Directors may otherwise decide,
 - (b) sending a cheque made payable to the Distribution Recipient by post to the distribution recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
 - (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide, or
 - (d) any other means of payment as the Directors agree with the Distribution recipient either in Writing or by such other means as the Directors decide.
- 21.2.2 In the Articles, "the **Distribution Recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable

- (a) the Holder of the Share, or
- (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members, or
- (c) if the Holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee

21 3 No interest on distributions

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

- (a) the terms on which the Share was issued, or
- (b) the provisions of another agreement between the Holder of that Share and the Company

21 4 Unclaimed distributions

21.4 1 All dividends or other sums which are

- (a) payable in respect of Shares, and
- (b) unclaimed after having been declared or become payable,
may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

21.4 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

21.4.3 If

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the Distribution Recipient has not claimed it,
the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

21.5 Non-cash distributions

21.5 1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company)

21 5.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

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

21.6 Waiver of distributions

21.6.1 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

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

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

22. CAPITALISATION OF PROFITS

22.1 Authority to capitalise and appropriation of Capitalised Sums

22.1.1 Subject to the articles, the Directors may, if they are so authorised by an Ordinary Resolution

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

22.1.2 Capitalised Sums must be applied

- (a) on behalf of the Persons Entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

22.1.3 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

- 22.1.4 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
- 22.1.5 Subject to the Articles the Directors may
 - (a) apply Capitalised Sums in accordance with Articles 22 1 3 and 22 1 4 partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

23. ORGANISATION OF GENERAL MEETINGS

23.1 Attendance and speaking at general meetings

- 23 1 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
- 23.1.2 A person is able to exercise the right to vote at a general meeting when
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 23.1.3 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
- 23.1.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other
- 23.1 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

23 2 Quorum for general meetings

No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

The quorum for general meetings shall be as set out in section 318 of the Companies Act

23 3 Chairing general meetings

23.3 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

23.3.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

(a) the Directors present, or

(b) (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting

23 3 3 The person chairing a meeting in accordance with this Article is referred to as the "**Chairman of the Meeting**"

23 4 Attendance and speaking by Directors and non-Shareholders

23.4.1 Directors may attend and speak at general meetings, whether or not they are Shareholders

23 4 2 The Chairman of the Meeting may permit other persons who are not

(a) Shareholders of the Company, or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting

23.5 Adjournment

23.5.1 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

23.5 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

- (b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 23.5.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting
- 23.5.4 When adjourning a general meeting, the Chairman of the Meeting must
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 23.5.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- 23.5.6 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

24. VOTING AT GENERAL MEETINGS

24.1 Voting: general

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

24.2 Errors and disputes

- 24.2.1 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
- 24.2.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final

24.3 Poll votes

- 24.3.1 A poll on a resolution may be demanded

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

24.3.2 A poll may be demanded by

- (a) the Chairman of the Meeting,
- (b) the Directors,
- (c) two or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution

24.3.3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the Chairman of the Meeting consents to the withdrawal

24.3.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

24.4 Content of proxy notices

24.4.1 Proxies may only validly be appointed by a notice in Writing (a "**Proxy Notice**"), which

- (a) states the name and Address of the Shareholder appointing the proxy,
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is Authenticated in such manner as the Directors may determine, and
- (d) is delivered to the Company in accordance with 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 notice at any time before the meeting

- 24.4.2 In calculating any period of hours for the purpose of this Article, no account shall be taken of any day or part of a day that is not a Business Day
- 24.4.3 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 24.4.4 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
- 24.4.5 Unless a Proxy Notice indicates otherwise, it must be treated as
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

24.5 Delivery of Proxy Notices

- 24.5.1 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
- 24 5 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
- 24.5.3 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
- 24.5.4 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

24.6 Amendments to resolutions

- 24 6.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
 - (a) notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

- (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 24.6.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if
 - (a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 24.6.3 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

25. **NAME**

The Company may change its name by a decision of the Board

26. **COMMUNICATIONS**

- 26.1 Any Document or information required or permitted to be given by or to the Company, any Shareholders and Directors under these Articles or the Companies Act, other than a notice convening a meeting of the Directors, shall, unless otherwise specified in these Articles, be in Writing and, subject to the Companies Act and any specific requirements of these Articles, may be given
 - 26.1.1 personally or by sending it by post or other delivery service in a prepaid envelope addressed to the recipient at its registered address, or any other Address notified to the sender for the time being for the service of Documents or information, or by leaving it at any such Address or by any other means authorised in Writing by the recipient concerned,
 - 26.1.2 by sending it in Electronic Form to an Address for the time being notified to the sender by the recipient for that purpose, or
 - 26.1.3 in the case of any Document or information to be given by the Company, by making it available on a website
- 26.2 If properly addressed, a Document or information sent or supplied by the Company in accordance with Article 26.1 shall be deemed to be received
 - 26.2.1 in the case of a Document or information delivered personally or left at the recipient's Address, when delivered or left,
 - 26.2.2 in the case of a Document or information sent by post or other delivery service, 48 hours after sending,

- 26.2.3 in the case of a Document or information sent by Electronic Means, immediately after sending, and
- 26.2.4 in the case of a Document or information made available on a website
 - (a) when the Document or information was first made available on the website, or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the Document or information was made available on the website
- 26.3 In the case of Documents or information sent or supplied by the Company, proof that an envelope containing a Document or information was properly addressed, prepaid and posted (or consigned to the relevant delivery service or, in the case of a Document or information delivered personally or left at the recipient's Address, was properly addressed and delivered personally or left at the recipient's Address) shall be conclusive evidence that the document or information was given. In the case of Documents or information sent or supplied by the Company, proof that a Document or information contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the Document or information was given
- 26.4 A Document or information sent in Electronic Form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements
- 26.5 Where a Document or information is sent or supplied to the Company it must be Authenticated. Where a Document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter
- 26.6 In the case of joint Holders of a Share, all Documents or information required to be given by the Company may be given either to each of the joint holders or to the joint Holder whose name stands first in the register of Shareholders in respect of the joint holding and Documents or information so given shall be sufficiently given to all the joint holders
- 26.7 A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an Address within the United Kingdom at which Documents or information may be given to him or an Address to which Documents or information may be given to him in Electronic Form shall be entitled to have Documents or information given to him at such Address but otherwise, subject to the Companies Act, no such Shareholder shall be entitled to receive any Document or information from the Company
- 26.8 A Shareholder present, either in person or by proxy or (being a corporation) by a duly authorised representative, at any meeting of the Company or of the Holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

27. COMPANY SEALS

- 27.1 Any common seal may only be used by the authority of the Directors
- 27 2 The Directors may decide by what means and in what form any common seal is to be used
- 27 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
- 27 4 For the purposes of this Article, an authorised person is
 - 27.4.1 any Director of the Company,
 - 27 4 2 the Company secretary (if any), or
 - 27 4 3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied

28. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder

29. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary

30. INDEMNITY AND INSURANCE

- 30 1 Subject to Article 30 2, but without prejudice to any indemnity to which they may otherwise be entitled, each relevant director shall be indemnified out of the Company's assets against
 - 30 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,
 - 30.1.2 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, and
 - 30 1 3 any other liability incurred by that Director as an officer of the Company or an associated company

- 30.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law
- 30.3 Subject to the provisions of, and so far as may be permitted by, the Companies Act, the Company shall be entitled to fund by way of loan (or make arrangements for him to avoid incurring) the expenditure of every relevant director incurred or to be incurred in defending any criminal or civil proceedings or any investigation or other action proposed to be taken by a regulatory authority or in connection with any application for relief
- 30.4 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
- 30.5 In this Article
- 30.5.1 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate,
- 30.5.2 a "relevant director" means any director or former director of the Company or an associated company, and
- 30.5.3 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company