

Registered Number 8304378

WEDNESDAY



"L2MZYXXU"
LD3 11/12/2013 #3
COMPANIES HOUSE

**INTERNATIONAL MARKET MANAGEMENT LTD
(the "Company")**

PRIVATE COMPANY LIMITED BY SHARES

**SHAREHOLDERS' WRITTEN RESOLUTIONS
CIRCULATED ON 2 DECEMBER 2013
PURSUANT TO CHAPTER 2
OF PART 13 OF THE COMPANIES ACT 2006**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution 1 below be passed as a resolution pursuant to article 22.3 of the Company's articles of association and that resolution 2 below be passed as a special resolution

RESOLUTION

- 1 **THAT** certain of the ordinary shares of £0.001 each currently allotted and issued by the Company be re-designated as follows
- (a) each of the 1075 ordinary shares of £0.001 each in the capital of the Company currently issued and held by David Stewart and Lucy Stewart shall be re-designated as an A ordinary share of £0.001 each in the capital of the Company, with such A ordinary shares having the rights set out in the new articles of association of the Company to be adopted pursuant to resolution 2,
 - (b) each of the 100 ordinary shares of £0.001 each in the capital of the Company currently issued and held by Oliver Waugh shall be re-designated as a B ordinary share of £0.001 each in the capital of the Company, with such B ordinary shares having the rights set out in the new articles of association of the Company to be adopted pursuant to resolution 2, and
 - (c) each of the 300 ordinary shares of £0.001 each in the capital of the Company currently issued and held by IMM (EBT) Limited shall be re-designated as a C ordinary share of £0.001 each in the capital of the Company, with such C ordinary shares having the rights set out in the new articles of association of the Company to be adopted pursuant to resolution 2

SPECIAL RESOLUTION

- 2 **THAT**, the regulations contained in the document attached (for the purpose of identification marked "A") be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

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

We, the undersigned, were at the time the resolutions were circulated entitled to vote on the resolutions and irrevocably agree to the resolutions

Signed

Date 2 December 2013

Jasper Reid

Signed

Date 2 December 2013

Megan Reid

Signed

Date 2 December 2013

David Stewart

Signed



Date 2 December 2013

Lucy Stewart

Signed

Date 2 December 2013

Oliver Waugh

Signed

Date 2 December 2013

IMM (EBT) Limited

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Signed

Date 2 December 2013

Jasper Reid

Signed . . .

Date 2 December 2013

Megan Reid

Signed 

Date: 2 December 2013

David Stewart

Signed .

Date 2 December 2013

Lucy Stewart

Signed

Date 2 December 2013

Oliver Waugh

Signed 

Date 2 December 2013

IMM (EBT) Limited

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Lucy Stewart

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Date 2 December 2013

Oliver Waugh

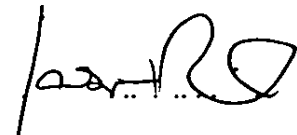
Signed

Date 2 December 2013

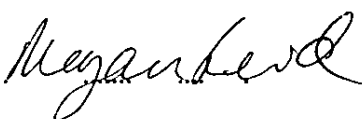
IMM (EBT) Limited

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Signed 
Jasper Reid

Date 2 December 2013

Signed 
Megan Reid

Date: 2 December 2013

Signed
David Stewart

Date 2 December 2013

Signed
Lucy Stewart

Date 2 December 2013

Signed
Oliver Waugh

Date 2 December 2013

Signed
IMM (EBT) Limited

Date 2 December 2013

EXPLANATORY NOTES FOR SHAREHOLDERS:

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

- **BY HAND** by delivering the signed copy to the registered address of the Company
- **BY POST** by returning the signed copy by post to the registered address of the Company

If you do not agree to the above resolutions, you do not need to do anything

- 2 Once you have signified your agreement to the resolutions, you may not revoke your agreement
- 3 Unless, by the date falling 28 days after the circulation date, sufficient agreement has been received for the resolutions to be passed, they will lapse If you agree to the resolutions, please ensure that signification of your agreement reaches us before or on this date

A

**ARTICLES OF ASSOCIATION
(adopted on 2 December 2013)**

of

INTERNATIONAL MARKET MANAGEMENT LTD

CMS Cameron McKenna LLP

Mitre House

160 Aldersgate Street

London EC1A 4DD

T +44(0)20 7367 3000

F +44(0)20 7367 2000

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ARTICLES OF ASSOCIATION
(adopted on 2013)
of

INTERNATIONAL MARKETING MANAGEMENT LTD

1. Interpretation

1 1 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded

1 2 In these Articles the following words and expressions shall have the following meanings

“Accepting Shareholders” as defined in article 7 6,

“Adoption Date” [] 2013,

“A Ordinary Shares” A Ordinary Shares of £0 001 each in the capital of the Company having rights as set out in these Articles,

“Approved Transferees” as defined in article 5 13,

“Associate” as defined in article 7 1 2,

“these Articles” these articles of association as amended from time to time (and reference to an **“article”** shall be construed accordingly),

“Bad Leaver” a Leaver who is not a Good Leaver,

“Bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

“Base Percentage” as defined in article 6 3 4,

“B Ordinary Shares” B Ordinary Shares of £0 001 each in the capital of the Company having rights as set out in these Articles,

“Buyer” any one person (whether or not an existing member of the Company) but so that any Associate of any such person shall be deemed to be such person,

“call” for the purposes of articles 34 to 40 only, as defined in article 34,

“call notice” as defined in article 34,

“Cessation Date” in respect of any Leaver, the date on which such Leaver ceases to be a director of or an employee of or a consultant to the Group provided always that where such Leaver ceases to be an employee or consultant to the Group in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy then the Cessation Date shall be deemed to be the date of service of such notice,

“Chairman” the chairman of the board of Directors from time to time appointed in accordance with article 17,

“Companies Act” the Companies Act 2006,

“Controlling Interest” Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 50 per cent or more of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings,

“Conversion” the redesignation, without the need for any Directors or Shareholder resolution, of any Shares of one class into Shares of another class on a one for one basis in accordance with Schedule 1 to these Articles (and **“Convert”** and **“Converted”** shall be construed accordingly),

“C Ordinary Shares” C Ordinary Shares of £0 001 each in the capital of the Company having rights as set out in these Articles,

“D Deferred Shares” D Deferred Shares of £0 001 each in the capital of the Company having rights as set out in these Articles,

“Deferred Shares” Deferred Shares of £0 001 each in the capital of the Company having rights as set out in these Articles,

the **“Directors”** the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors (including, for the avoidance of doubt, the Chairman) (and **“Director”** shall mean any one of such persons),

“Disposal” either the sale or other disposal whether by one transaction or a series of related transactions of the whole or a substantial part of the undertaking of the Group (other than to a Group Company which is the Company or a wholly owned subsidiary undertaking of the Company),

“distribution recipient” as defined in article 51,

“D Ordinary Shares” D Ordinary Shares of £0 001 each in the capital of the Company having rights as set out in these Articles,

“EBT” any employee benefit trust in existence at the relevant time which was set up for the purposes of holding equity and/or debt securities issued by a Group Company on behalf of officers, employees and consultants of the Group,

“Encumbrance” any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above,

“Financial Period” a financial year or other period in respect of which the Company prepares its audited or audited and consolidated accounts (as applicable) in accordance with the relevant provision of the Companies Act,

“fully paid” in relation to a share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company,

“Good Leaver” a Leaver who ceases to be a director of or an employee of or a consultant to the Group

- (a) as a result of death, or
- (b) as a result of a physical or mental deterioration which, in the opinion of the Directors, is sufficiently serious to prevent the member from being able to perform all or substantially all of his duties to Group, or

(c) is designated by the Directors as a Good Leaver for the purposes of these Articles,

“Group Company” the Company and any other company which is for the time being a group undertaking of the Company (and **“Group”** shall be construed accordingly),

“holder” in relation to Shares, the person whose name is entered in the register of members as the holder of the Shares,

“Leaver” any person who ceases to be or will cease to be (through having given or been given notice to terminate his engagement or employment) a director or employee of or consultant to any Group Company in circumstances where he does not or will not continue immediately thereafter to be a director or employee of or consultant to any Group Company in any capacity,

“Leaver Notice” as defined in article 6 4 1,

“Leaver Shares” B Ordinary Shares (including any Shares that are Ordinary Shares following Conversion from B Ordinary Shares pursuant to paragraph 5(a) of part B of Schedule 1 to these Articles) and/or Deferred Shares,

“Listing” the admission of all or any of the ordinary share capital of the Company to the Official List of the UK Listing Authority or the admission of the same to trading on the AIM Market of the London Stock Exchange plc or the admission of the same to, or the grant of permission by any like authority for the same to be traded on, any other equivalent or similar share market,

“Lock-In Period” as defined in article 5 2 1,

“Member” any holder for the time being of shares in the capital of the Company of whatever class,

“Ordinary Bad Leaver” an Ordinary Leaver who

- (a) ceases to be a director of or an employee of or a consultant to the Group as a result of dismissal by any Group Company for gross misconduct and/or repudiatory breach by the Ordinary Leaver in accordance with the Ordinary Leaver’s service contract, and/or
- (b) breaches the notice or post-termination restriction provisions included in such Ordinary Leaver’s service contract and/or the Shareholders’ Agreement,

“Ordinary Good Leaver” an Ordinary Leaver who is not an Ordinary Bad Leaver,

“Ordinary Leaver” a Leaver who holds, or whose Associates hold, Ordinary Leaver Shares on the relevant Leaver’s Cessation Date,

“Ordinary Leaver Notice” as defined in article 6 3 1,

“Ordinary Leaver Shares” Ordinary Shares (excluding any Shares that are Ordinary Shares following Conversion from A Ordinary Shares, B Ordinary Shares, C Ordinary Shares or D Ordinary Shares pursuant to paragraph 5(a) of part B of Schedule 1 to these Articles),

“Ordinary Shares” Ordinary Shares of £0 001 in the capital of the Company having rights as set out in these Articles,

“Other Shareholders” as defined in article 7 6,

“Permitted Transfer” a transfer or disposal permitted by article 4 3,

“Prescribed Period” the period referred to in article 5 5 2 and article 5 6,

“Proposed Transferee” as defined in article 5 5 1,

“proxy notice” as defined in article 66,

“Relevant Leaver Shares” as defined in article 6 5 1,

“Relevant Officer” any person who is or was at any time a director, secretary or other officer (except an auditor) of the Company or of any of its group undertakings,

“Relevant Ordinary Leaver Shares” as defined in article 6 3 1,

“Retained Leaver Shares” as defined in article 6 5,

“Sale” an acquisition by a bona fide third party buyer, on arms length terms, of a Controlling Interest,

“Sale Price” as referred to in article 5 5 2, article 5 6, article 6 3 2, article 6 3 5 and article 6 4 2,

“Sale Shares” as defined in article 5 3,

“Shareholders’ Agreement” an agreement of even date with the Adoption Date between (1) the Original Founders (as defined therein), (2) the Original Employee Shareholders (as defined therein), (3) the EBT, (4) the Company and (5) the Original Investors as defined therein,

“Shares” (unless the context does not so admit) shares in the capital of the Company (of whatever class),

“Total Transfer Condition” as defined in article 5 4,

“Transfer Notice” as defined in article 5 2,

“Transferor” as defined in article 5 2,

“Transmittee” a person entitled to a share by reason of the death or Bankruptcy of a Member or otherwise by operation of law,

“UK Listing Authority” the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000,

“Unvested Portion” in respect of the Ordinary Leaver Shares held by any Ordinary Leaver and/or his Associates, such portion of the Ordinary Leaver Shares that is determined by reference to the Cessation Date of the relevant Ordinary Leaver as follows

Cessation Date	Vested potion	Unvested Portion
Between the Adoption Date and 31 March 2015 (inclusive)	50%	50%
Between 1 April 2015 and 31 March 2016 (inclusive)	66 67%	33 33%
Between 1 April 2016 and 31 March 2017 (inclusive)	83 33%	16 67%
On or after 1 April 2017	100%	0%

“Value Shares” the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares,

“Vested Portion” in respect of the Leaver Shares held by any Leaver and/or his Associates, such portion of the Leaver Shares that is determined by reference to the Cessation Date of the relevant Leaver as follows

Cessation Date	Vested Portion	Unvested portion
Between the Adoption Date and 31 March 2016 (inclusive)	0%	100%
Between 1 April 2016 and 31 March 2017 (inclusive)	20%	80%
Between 1 April 2017 and 31 March 2018 (inclusive)	40%	60%
Between 1 April 2018 and 31 March 2019 (inclusive)	60%	40%
Between 1 April 2019 and 31 March 2020 (inclusive)	80%	20%
On or after 1 April 2020	100%	0%

“Voluntary Liquidation” means a return of assets to the Members upon a voluntary liquidation of the Company, and

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

1 3 In these Articles

- 1 3 1 headings are used for convenience only and shall not affect the construction hereof,
- 1 3 2 unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the Adoption Date (as defined below),
- 1 3 3 references to any statute or statutory provision include a reference to that statute or provision as amended, extended, re-enacted, consolidated or replaced from time to time and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision,
- 1 3 4 words importing the singular number only include the plural and vice versa,
- 1 3 5 words importing the masculine gender include the feminine and neuter gender,
- 1 3 6 words importing persons include corporations, and

- 1 3 7 in the event of there being any conflict or inconsistency between any provision in Part A of these Articles and any provisions in Part B of these Articles, the provisions in Part A shall prevail

PART A

2. Liability of Members

- 2 1 The liability of the Members is limited to the amount, if any, unpaid on the Shares held by them

3. Share rights

The rights attaching to the respective classes of Shares shall be as follows

- 3 1 As regards income, any profits resolved to be distributed in any financial year of the Company or part thereof shall be applied

3 1 1 first in paying to the holders of the Value Shares (in that capacity and pari passu as if the same constituted one class of share) such dividends as the directors may declare in their sole discretion from time to time up to an aggregate sum of £10,000,000,000, and

3 1 2 next and subject thereto, the balance of such profits (if any) shall be distributed amongst the holders of the Shares (pari passu as if the same constituted one class of share)

- 3 2 As regards capital, on a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied

3 2 1 first in paying to the holders of the Value Shares (in that capacity and pari passu as if the same constituted one class of share) an aggregate sum of £10,000,000,000 to be applied as between the holders of the Value Shares pro rata to the number of Value Shares held by each of them (as if the same constituted one class of share),

3 2 2 next and subject thereto, in paying to each of the holders of the Deferred Shares and the D Deferred Shares (in that capacity and pari passu as if the same constituted one class of share) an amount equal to the nominal value of the Deferred Shares and the D Deferred Shares held by such holder, and

3 2 3 next and subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Value Shares (in that capacity and pari passu as if the same constituted one class of share) pro rata to the number of Value Shares held by each of them (as if the same constituted one class of share)

- 3 3 As regards voting

3 3 1 subject to article 6 5, each holder of Value Shares shall, in that capacity, be entitled to receive notice of, attend and speak at any general meeting of the Company and each holder of Value Shares (in that capacity) present in person or by proxy or corporate representative shall be entitled on a show of hands to one vote and, on a poll or written resolution one vote per Value Share, and

3 3 2 notwithstanding any provision in these Articles to the contrary, the Deferred Shares and the D Deferred Shares shall not confer any right to receive notice of, or to attend, speak or vote at any general meetings of the company or to vote on any resolution of the Company (whether an ordinary resolution, special resolution or written resolution)

- 3 4 As regards Conversion of the D Ordinary Shares into D Deferred Shares and the D Deferred Shares into D Ordinary Shares the provisions of part A of Schedule 1 to these Articles will apply
- 3 5 As regards Conversion of the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares and the D Ordinary Shares into Deferred Shares the provisions of part B of Schedule 1 to these Articles will apply
- 3 6 As regards Conversion of the C Ordinary Shares into B Ordinary Shares the provisions of article 4 3 3(a) of these Articles shall apply
- 3 7 As regards class rights, the rights attached to any class of Shares may be varied, modified, abrogated or cancelled if
- 3 7 1 the holders of three-quarters in nominal value of that class of Shares consent in writing to the variation, modification, abrogation or cancellation, or
- 3 7 2 a special resolution passed at a separate general meeting of the holders of that class of Shares sanctions the variation, modification, abrogation or cancellation
- 4. Share transfers – general provisions**
- 4 1 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either
- 4 1 1 a Permitted Transfer, or
- 4 1 2 a transfer made in accordance with and permitted under article 5, 6 and/or 7
- 4 2 Subject as provided in article 45 in Part B of these Articles, clause 8 of the Shareholders' Agreement or as required by law, the Directors shall register any such transfer as is referred to in article 4 1 1 or 4 1 2
- 4 3 Subject to articles 4 4 and 45, a Member shall be permitted to transfer the legal title to and/or beneficial ownership of a Share (including the granting of an option in respect of the legal title to and/or beneficial ownership of a Share)
- 4 3 1 if the Member is an individual, to an Associate (within the meaning of paragraphs (a) and (b) of the definition of Associate contained in article 7 1 2) of such Member,
- 4 3 2 if the Member is a company, to any group undertaking of that Member, or
- 4 3 3 if the Member is a trustee of an EBT, to any beneficiary under the EBT in accordance with the terms of the trust deed governing the EBT, save that
- (a) any Shares transferred to a beneficiary prior to the end of the Ratchet Period (including the granting of an option in respect of the legal title to and/or beneficial ownership of a Share) shall, following completion of such transfer, immediately Convert into B Ordinary Shares,
- (b) no Share or Shares shall be transferred by a trustee of an EBT at any time prior to the end of the Ratchet Period if, as a result of such transfer, the trustee of the EBT shall hold less than 100 C Ordinary Shares (or such other amount as is designated by the Directors from time to time), or
- 4 3 4 with the prior written consent the holders of not less than 75 per cent of the aggregate number of Value Shares for the relevant time being in issue, or

4 3 5 in accordance with clause 8 1 and clause 8 2 of the Shareholders' Agreement,

save that no such Permitted Transfer may be made in respect of or in relation to any Share which for the relevant time being is the subject of any Transfer Notice, Ordinary Leaver Notice or Leaver Notice

4 4 If a person in whose favour a Permitted Transfer was made pursuant to article 4 3 1 or 4 3 2 shall cease to be an Associate or group undertaking of the person by whom such transfer was made (as relevant) then, within ten days of such cessation he or it shall transfer the Shares back to the original Member, failing which there shall be deemed to have been given as from the date on which the Directors become aware of such cessation a Transfer Notice in respect of all Shares held by such person

5. Share transfers – pre-emption provisions

5 1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall be subject to the provisions contained in this article and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void

5 2 Except in the case of a Permitted Transfer or a transfer made in accordance with and permitted under article 6 and/or 7

5 2 1 during the period of two years commencing on the Adoption Date (the “**Lock-In Period**”), no person shall be entitled to transfer or otherwise dispose of any Share or any interest or right in or arising from any Share,

5 2 2 at any point after the end of the Lock-In Period, before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the “**Transferor**”) shall give notice in writing (a “**Transfer Notice**”) to the Company specifying the Shares, interest and/or rights of which the Transferor wishes to dispose and enclosing the share certificate(s) in respect of the relevant shares

5 3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to, the Shares referred to therein, the Transfer Notice shall unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the “**Sale Shares**”) at the Sale Price in accordance with the provisions of this article. A Transfer Notice shall not be revocable except with the consent of the Directors

5 4 A Transfer Notice may include a condition (a “**Total Transfer Condition**”) that if all the Sale Shares (of whatever class) are not sold to Approved Transferees, then none shall be so sold

5 5 The Transfer Notice may state, in addition to details of the Sale Shares

5 5 1 the name or names of a person or persons (such person or persons being the “**Proposed Transferee**”) to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees (as hereinafter defined), and

5 5 2 the entire consideration per share for which any such transfer or transfers will be made (and, if any of such consideration is not a cash price expressed in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire

consideration) In such event, subject to the Directors being reasonably satisfied that the consideration so stated is a bona fide consideration (not inflated for particular reasons) agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the Prescribed Period shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter

- 5 6 In the case of a Transfer Notice which does not state the further details referred to in article 5 5, then
- 5 6 1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period as the Directors may determine), the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter, or
- 5 6 2 failing such agreement, upon the expiry of 30 days (or such longer period as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report to the Directors the sum per Share considered by them to be the fair value of the Sale Shares and the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire 60 days thereafter
- 5 7 For the purposes of article 5 6, the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company For the purposes of article 5 6 and this article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the auditors shall be instructed accordingly)
- 5 8 Subject as provided in articles 5 9, Sale Shares shall be offered for sale to all the Members of the Company for the relevant time being holding Value Shares
- 5 9 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who is a holder of Value Shares that are subject to an Ordinary Leaver Notice or a Leaver Notice on or prior to the date on which any such offer as is referred to in article 5 8 is made In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the sale of Sale Shares to such member is completed, all of the Value Shares held by such member become subject to an Ordinary Leaver Notice or a Leaver Notice then such Member shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date of the Ordinary Leaver Notice or a Leaver Notice)
- 5 10 Any such offer as is required to be made by the Company pursuant to article 5 8 shall specify a period (not being less than 14 days or more than 21 days) after such offer is made within which it must be accepted or in default will lapse Following any such offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated according to the class of the Sale Shares on the following basis of priority (subject in each case as provided in article 5 9)

- 5 10 1 first to the holders of A Ordinary Shares (in that capacity),
 - 5 10 2 second to the holders of the Ordinary Shares (in that capacity),
 - 5 10 3 third to the holders of the D Ordinary Shares (in that capacity),
 - 5 10 4 fourth to the holders of the B Ordinary Shares (in that capacity), and
 - 5 10 5 last to the holders of the C Ordinary Shares (in that capacity)
- 5 11 If, by virtue of the application of the provisions in article 5 10, acceptances are received from holders of any such class or classes of Shares as therein referred to in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares of the relevant class or classes held by each acceptor provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this article 5 11 shall continue to apply mutatis mutandis until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly
- 5 12 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied Subject thereto, any such offer as is required to be made by the Company pursuant to article 5 8 shall be unconditional
- 5 13 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this article 5 13, find Members ("**Approved Transferees**") to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than 10 days after the date of such notice) at which the sale and purchase shall be completed Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms
- 5 14 If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (irrespective of whether the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Shares The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee, who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article
- 5 15 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares, it shall, as soon as practicable following such expiry, give notice in writing thereof to the Transferor and the Transferor, at any time thereafter up to the expiration of 60 days from the date of such notice, shall, be at liberty to transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale Shares (as the case may be)

to the Proposed Transferee or, where the Transfer Notice did not contain details of a Proposed Transferee, to any one person on a bona fide sale at any price not being less than the Sale Price

- 5 16 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this article shall be transferred free from all Encumbrances and with the benefit of all rights and entitlements attaching thereto

6. Share transfers – further provisions

- 6 1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 4 3 or in accordance with the provisions of article 5 or article 7, such person and any Associate of such person who is a Member shall, unless and to the extent that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal, a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder

- 6 2 If any person becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member in circumstances where the provisions of article 6 3 or article 6 4 do not apply then (unless a transfer to such person would be a Permitted Transfer or the Directors determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on such date as the Directors shall specify in writing to the person concerned in respect of all Shares held by the Member and any Associate of such Member

- 6 3 The Ordinary Leaver Shares held by an Ordinary Leaver and/or his Associates shall be subject to the following provisions

- 6 3 1 the Company may within the period of 6 months following the Cessation Date of the Ordinary Leaver, by written notice to the Ordinary Leaver and/or his Associates (an “**Ordinary Leaver Notice**”), require the Ordinary Leaver and/or his Associates to transfer all or part of the Unvested Portion of the Ordinary Leaver Shares held by the Ordinary Leaver and/or his Associates on the date of the Ordinary Leaver Notice (such Shares being the “**Relevant Ordinary Leaver Shares**”) to the trustee of an EBT or to such other person (including the Company) as the Company may direct,

- 6 3 2 the Sale Price payable in respect of the Relevant Ordinary Leaver Shares shall be specified in Ordinary Leaver Notice and shall be

- (a) if the Ordinary Leaver is an Ordinary Good Leaver, the fair value of the Relevant Ordinary Leaver Shares determined in accordance with article 5 6 and article 5 7 (save that references therein to (i) the Transfer Notice shall be deemed to be references to the Ordinary Leaver Notice, (ii) the Transferor shall be deemed to be references to the Ordinary Leaver, (iii) Sale Shares shall be deemed to be references to the Relevant Ordinary Leaver Shares),
- (b) if the Ordinary Leaver is a Ordinary Bad Leaver the lower of (i) the fair value of the Relevant Ordinary Leaver Shares determined in accordance with article 5 6 and article 5 7 (with such amendments as detailed in paragraph (a) above), and (ii) the aggregate nominal value of the Relevant Ordinary Leaver Shares,

- 6 3 3 upon the Company giving an Ordinary Leaver Notice, the Ordinary Leaver and/or his Associates shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the transfer of the Relevant Ordinary Leaver Shares in accordance with its terms. If the Ordinary Leaver and/or his Associates shall (save only for the reason that the relevant transferee does not duly pay the Sale Price) fail duly to

transfer or complete the transfer of any of the Relevant Ordinary Leaver Shares in accordance with the terms of the Ordinary Leaver Notice, the provisions of article 5 14 shall apply mutatis mutandis to this article save that (i) references to Sale Shares shall be deemed to be to be references to the Relevant Ordinary Leaver Shares, (ii) references to the Transferor shall be deemed to be references to the Ordinary Leaver and/or his Associates, and (iii) references to the Approved Transferee shall be deemed to be references the transferee in respect of the Relevant Ordinary Leaver Shares as specified in the Ordinary Leaver Notice,

6 3 4 if at any time following the Ordinary Leaver's Cessation Date, the Conversion of the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares and the D Ordinary Shares into Deferred Shares in accordance with the provisions of article 3 5 and part B of Schedule 1 to these Articles results in an increase in the percentage of the Value Shares (taken as a whole) represented by the Ordinary Leaver Shares held by the Ordinary Leaver and/or his Associates as compared with the percentage of the Value Shares (taken as a whole) represented by the Ordinary Leaver Shares held by the Ordinary Leaver and/or his Associates as at the Ordinary Leaver's Cessation Date (the "**Base Percentage**")

- (a) the Ordinary Leaver and/or his Associates shall be required to transfer such number of Ordinary Leaver Shares to the trustee of an EBT or to such other person as the Company may direct such that, following completion of such transfer, the percentage of the Value Shares (taken as a whole) represented by the Ordinary Leaver Shares held by the Ordinary Leaver and/or his Associates shall be equal to the Base Percentage,
- (b) the Sale Price payable in respect of the transfer of Ordinary Leaver Shares pursuant to article 6 3 5(a) shall be nil, and
- (c) the provisions of article 6 3 3 shall apply mutatis mutandis to this article 6 3 5 save that (i) references to Sale Shares shall be deemed to be to be references to the Ordinary Leaver Shares to which this article 6 3 5 relates, and (ii) references to the Approved Transferee shall be deemed to be references the transferee in respect of the Ordinary Leaver Shares to which this article 6 3 5 relates as directed by the Company in accordance with article 6 3 5(a)

6 4 The Leaver Shares held by a Leaver and/or his Associates shall be subject to the following provisions

6 4 1 the Company may within the period of 6 months following the Cessation Date, by written notice to the Leaver and/or his Associates (a "**Leaver Notice**"), require the Leaver and/or his Associates to transfer all or part of the Leaver Shares held by the Leaver and/or his Associates on the date of the Leaver Notice (such Shares being the "**Relevant Leaver Shares**") to the trustee of an EBT or to such other person (including the Company) as the Company may direct,

6 4 2 the Sale Price payable in respect of the Relevant Leaver Shares shall be specified in Leaver Notice and shall be

- (a) if the Leaver is a Good Leaver, the fair value of the Relevant Leaver Shares determined in accordance with article 5 6 and article 5 7 (save that references therein to (i) the Transfer Notice shall be deemed to be references to the Leaver Notice, (ii) the Transferor shall be deemed to be references to the Leaver, (iii) Sale Shares shall be deemed to be references to the Relevant Leaver Shares), and

- (b) if the Leaver is a Bad Leaver (i) the fair value of the Vested Portion of the Relevant Leaver Shares determined in accordance with article 5 6 and article 5 7 (with such amendments as detailed in paragraph (a) above), and (ii) the lower of the fair value determined in accordance with article 5 6 and article 5 7 (with such amendments as detailed in paragraph (a) above) and the aggregate nominal value of the remaining Relevant Leaver Shares, and
- 6 4 3 upon the Company giving a Leaver Notice, the Leaver and/or his Associates shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the transfer of the Relevant Leaver Shares in accordance with its terms. If the Leaver and/or his Associates shall (save only for the reason that the relevant transferee does not duly pay the Sale Price) fail duly to transfer or complete the transfer of any of the Relevant Leaver Shares in accordance with the terms of the Leaver Notice, the provisions of article 5 14 shall apply mutatis mutandis to this article save that (i) references to Sale Shares shall be deemed to be to be references to the Relevant Leaver Shares, (ii) references to the Transferor shall be deemed to be references to the Leaver and/or his Associates, and (iii) references to the Approved Transferee shall be deemed to be references the transferee in respect of the Relevant Leaver Shares as specified in the Leaver Notice
- 6 5 If at any time following the Cessation Date of any Leaver, the relevant Leaver and/or any Associate(s) of such person shall be the holder of any Leaver Shares (the **“Retained Leaver Shares”**), the Retained Leaver Shares shall be subject to the following
 - 6 5 1 with effect from the Cessation Date the Retained Leaver Shares shall cease to confer any right to vote on any resolution, or to receive notice of or attend, speak or vote at any general or class meeting of the Company, and
 - 6 5 2 any Retained Leaver Shares shall be treated as though they confer votes in the same manner as the remaining class or classes of Shares comprising the Retained Leaver Shares when
 - (a) calculating whether or not a Controlling Interest has been acquired for the purpose of the provisions of article 7, and
 - (b) calculating the fair market value of such Retained Leaver Shares in accordance with articles 5 6, 5 7, 6 3 or 6 4

7. **Transfer of a Controlling Interest**

7 1 For the purposes of this article

- 7 1 1 the expression **“acquire”** means to be or become the legal or beneficial owner of Shares (or the right to exercise the votes attaching to Shares), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not,
- 7 1 2 the expression **“Associate”** means
 - (a) the husband, wife, common law spouse, civil partner, mother, father, grandmother, grandfather, brother, sister, child (including adopted or step child) or other lineal descendant of the relevant person,
 - (b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary,

- (c) any nominee or bare trustee for the relevant person or any other Associate of the relevant person,
 - (d) if the relevant person is a company, a group undertaking of such company,
 - (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 Corporation Tax Act 2010, and
 - (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current),
- 7 2 Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall transfer any Shares (or any interest therein) if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) would acquire a Controlling Interest in the Company (otherwise than pursuant to a Permitted Transfer), unless and until the Buyer has first made offers, in accordance with articles 7 3 and 7 4 to all the holders of all Value Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Shares in the capital of the Company
- 7 3 Each such offer as is referred to in article 7 2 (an “**Offer**”) must, in respect of each class of the Company’s share capital, be in cash or be accompanied by a cash alternative at not less than the highest price paid or agreed to be paid by the Buyer (or his Associates) for shares of that class during the period when the Offer remains open for acceptance or within 12 months prior to its commencement
- 7 4 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made
- 7 5 If within 60 days of the making of an Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made further Offers
- 7 6 If, in respect of an Offer the holders of not less than two thirds of all the issued Value Shares (the “**Accepting Shareholders**”) have indicated that they wish to accept the Offer, then the Accepting Shareholders shall give written notice to the remaining holders of the Shares (the “**Other Shareholders**”) and the Company of their wish to accept the Offer and the Other Shareholders shall thereupon
- 7 6 1 become bound to accept the Offer in respect of all Shares held by him, and
 - 7 6 2 become obliged to transfer or procure the transfer of such Shares to the Buyer free from all Encumbrances and to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same on the date specified by the Accepting Shareholders
- 7 7 If any such non-accepting Member as is referred to in article 7 6 shall not, within 14 days of becoming required to do so, deliver to the Buyer duly executed transfers in respect of the Shares held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some

person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

- 7.8 In calculating the price at which an Offer is required to be made for the purposes of this article there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question.

PART B

Directors' Powers and Responsibilities

8. Directors' general authority

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

9. Members' reserve power

9 1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action

9 2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

10. Directors may delegate

10 1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles

10 1 1 to such person or committee,

10 1 2 by such means (including by power of attorney),

10 1 3 to such an extent,

10 1 4 in relation to such matters or territories, and

10 1 5 on such terms and conditions

as they think fit The power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors

10 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

10 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

11. Committees

11 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors

11 2 A member of a committee need not be a Director

11 3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them

Decision-Making by Directors

12. Directors to take decisions collectively

12 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 13

12 2 If

12 2 1 the Company only has one Director, and

12 2 2 no provision of these 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

13. Unanimous decisions

13 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

13 2 Such a decision may take the form of a resolution in writing signed by each eligible Director (whether or not each signs the same document) or to which each eligible Director has otherwise indicated agreement in writing

13 3 References in these Articles 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 (but excluding any Director whose vote is not to be counted in respect of that particular matter)

13 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

14. Calling a Directors' meeting

14 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

14 2 Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and, 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

14 3 Notice of a Directors' meeting need not be in writing and must be given to each Director provided that, if that Director is for the time being absent from the United Kingdom, he has given the Company his address for sending or receiving documents or information by electronic means outside the United Kingdom

14 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

15. Participation in Directors' meetings

15 1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with these Articles, and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

15 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

15 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

16. Quorum for Directors' meetings

16 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

16 2 Subject to the provisions of Part A of these Articles, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is two provided that

16 2 1 if and so long as there is only one Director the quorum shall be one, and

16 2 2 for the purposes of any meeting held pursuant to Article 19 to authorise a Director's conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one

16 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 to appoint further directors, or to call a general meeting so as to enable the Members to appoint further Directors

17. Chairing of Directors' meetings

17 1 The Members shall be entitled to

17 1 1 appoint any person who is willing to act as Chairman, and is permitted by law to do so, as Chairman, and

17 1 2 remove any person so appointed and (subject to removal) to appoint another person in his place as Chairman

in each case by ordinary resolution

17 2 The Chairman shall chair the meetings of the Directors

17 3 If no Chairman has been appointed in accordance with this clause 17 1, or the Chairman is unwilling to chair the meeting or 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

18. Casting vote

18 1 If the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting in accordance with article 17 4) has a casting vote

18 2 But this does not apply if, in accordance with these Articles, the Chairman (or other Director chairing the meeting in accordance with article 17 4) is not to be counted as participating in the decision-making process for quorum or voting purposes

19. Directors' interests and conflicts

19 1 Subject to the provisions of the Companies Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding

his office or that, without the authorisation conferred by this article, he would or might be in breach of his duty under the Companies Act to avoid conflicts of interest

19 1 1 be a party to, or otherwise interested in, any proposed or actual transaction or arrangement with the Company or in which the Company is otherwise interested, or

19 1 2 be a director or other officer of, or employed by, or a party to any proposed or actual transaction or arrangement with, or hold shares or other securities in or be otherwise interested in, any Group Company, or any undertaking promoted by any Group Company or in which any Group Company is otherwise interested

19 2 No Director shall

19 2 1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 19 1 (and no such benefit shall constitute a breach of the duty under the Companies Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit),

19 2 2 be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 19 1, or

19 2 3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 19 1 1 or 19 1 2 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection

19 3 A general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

19 4 The Directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under the Companies Act to avoid conflicts of interest, and any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that

19 4 1 such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles, except that the Director concerned and any other Director with a similar interest

(a) shall not count towards the quorum at the meeting at which the conflict is considered (nor be an eligible director for the purpose of article 13),

(b) may, if the other Directors so decide, be excluded from any meeting of the Directors while the conflict is under consideration, and

(c) shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted, and

19 4 2 where the Directors give authority in relation to such a conflict

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned and any other Director with a similar interest as they may determine, including, without limitation, the exclusion of that Director and any other Director with a similar interest from the receipt of information, or participation in discussion or decision-making (whether at meetings of the Directors or otherwise) related to the conflict,
- (b) the Director concerned and any other Director with a similar interest will be obliged to conduct himself in accordance with any terms imposed by the Directors from time to time in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so,
- (c) the authority may provide that, where the Director concerned and any other Director with a similar interest obtains information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
- (d) the authority may also provide that the Director concerned or any other Director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict,
- (e) the receipt by the Director concerned or any other Director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act not to accept benefits from third parties,
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
- (g) the Directors may withdraw such authority at any time

19 5 Except to the extent that article 19 4, or the terms of any authority given under that article 19 4, may otherwise provide, and without prejudice to his obligation of disclosure in accordance with the Companies Act, a Director (including an alternate Director) shall be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of the Directors or a committee of the Directors (or be an eligible director for the purposes of article 13) on any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company

20. Records of decisions to be kept

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

21. Directors' discretion to make further rules

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

Appointment of Directors

22. Methods of appointing and removing directors

- 22 1 The Chairman shall be appointed in accordance with article 17 1 Subject thereto, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by
- 22 1 1 a decision of the Directors, or
 - 22 1 2 an ordinary resolution of the Members (save that only one Director can be so appointed in any one meeting of the Members or written resolution of the Members)
- 22 2 In any case where, as a result of the operation of article 23 1, death and/or bankruptcy, the Company has
- 22 2 1 no Directors, the Members shall be entitled to appoint any person who is willing to act as a Director, and is permitted by law to do so, by ordinary resolution, and
 - 22 2 2 no Members and no Directors, the Transmitttee of the last Member to have died or to have a Bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a Director
- 22 3 For the purposes of article 22 2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member

23. Termination of Director's appointment

- 23 1 Without prejudice to article 17 1, a person ceases to be a Director as soon as
- 23 1 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,
 - 23 1 2 a Bankruptcy order is made against that person,
 - 23 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
 - 23 1 4 he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder or physical incapacity of discharging his duties as a director,
 - 23 1 5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms,
 - 23 1 6 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated,
 - 23 1 7 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated,
 - 23 1 8 the Members resolve to remove the Director from his office by ordinary resolution (save that only one Director can be so removed in any one meeting of the Members or written resolution of the Members), or
 - 23 1 9 (save in respect of the Chairman) all the other Directors unanimously resolve that his office be vacated

24. Directors' remuneration

- 24 1 Directors may undertake any services for the Company that the Directors decide
- 24 2 Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors, and for any other service which they undertake for the Company
- 24 3 Subject to these Articles, a Director's remuneration may take any form, and 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
- 24 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

25. Directors' expenses

- 25 1 The Company may pay any reasonable expenses which the Directors (and the alternate directors and the company secretary) properly incur in connection with their attendance at meetings of Directors or committees of Directors, general meetings, or separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

Alternate Directors

26. Appointment and removal of alternate directors

- 26 1 Any Director may appoint as an alternate any other Director or any other person to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor
- 26 2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the Company signed by his appointor, or in any other manner approved by the Directors

27. Rights and responsibilities of alternate directors

- 27 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
- 27 2 Except as these Articles specify otherwise, alternate directors

- 27 2 1 are deemed for all purposes to be Directors,
- 27 2 2 are liable for their own acts and omissions,
- 27 2 3 are subject to the same restrictions as their appointors, and
- 27 2 4 are not deemed to be agents of or for their appointors

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

- 27 3 A person who is an alternate director but not a Director
- 27 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

- 27 3 2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate), and
- 27 3 3 shall not be counted as more than one Director for the purposes of articles 27 3 1 and 27 3 2
- 27 4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present
- 27 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

28. Termination of alternate directorship

An alternate director's appointment as an alternate terminates

- 28 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 28 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- 28 1 3 on the death of the alternate's appointor,
- 28 1 4 when the alternate's appointor's appointment as a Director terminates, or
- 28 1 5 when the alternate is removed in accordance with these Articles

Shares

29. Powers to issue different classes of share

- 29 1 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution
- 29 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
- 29 3 For the avoidance of doubt, the provisions of section 561 and section 562 of the Companies Act 2006 will apply to any allotment or issue of Shares other than any allotment or issue of Shares in accordance with the terms of the Shareholders' Agreement

30. Payment of commissions on subscription for Shares

- 30 1 The Company may pay any person a commission in consideration for that person
- 30 1 1 subscribing, or agreeing to subscribe, for Shares, or
- 30 1 2 procuring, or agreeing to procure, subscription for Shares
- 30 2 Any such commission may be paid

30 2 1 in cash, or in a fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and

30 2 2 in respect of a conditional or an absolute subscription

31. Company not bound by less than absolute interests

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

32. Fractional entitlements

32 1 Where there has been a consolidation or division of shares and, as a result, Members are entitled to fractions of Shares, the Directors may

32 1 1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable,

32 1 2 authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

32 1 3 distribute the net proceeds of sale in due proportion among the holders of the Shares

32 2 Where any holder's entitlement to a portion of the proceeds of sale under article 32 1 amounts to less than a minimum figure determined by the Directors, that Member's portion may be retained for the benefit of the Company

32 3 The person to whom the Shares are transferred pursuant to article 32 1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

Lien and Forfeiture

33. Company's lien over Shares

33 1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company (either alone or jointly with any other person). The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article. The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it

33 2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or Bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 5 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 clear days as is above referred to)

33 3 The Company's lien over a Share

33 3 1 takes priority over any third party's interest in that Share, and

- 33 3 2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share
- 33 4 Where Shares are sold under this Article, the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser and the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- 33 5 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
- 33 5 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
- 33 5 2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice
- 33 6 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's lien on a specified date
- 33 6 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- 33 6 2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share
- 34. Call notices**
- 34 1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**call notice**") to a Member requiring the Member to pay the Company a specified sum of money (a "**call**") which is payable in respect of his Shares at the date when the Directors decide to send the call notice
- 34 2 A call notice
- 34 2 1 may not require a Member to pay a call which exceeds the total sum unpaid on the Shares (whether as to nominal value or any amount payable to the company by way of premium),
- 34 2 2 must state when and how any call to which it relates is to be paid, and
- 34 2 3 may permit or require the call to be made in instalments
- 34 3 A Member must comply with the requirements of a call notice, but no Member is obliged to pay any call before 14 clear days have passed since the notice was sent
- 34 4 Before the Company has received any call due under a call notice, the Directors may revoke it wholly or in part or specify a later time for payment than is specified in the notice, in each case by a further notice in writing to the Member in respect of whose Shares the call is made

35. Liability to pay calls

- 35 1 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- 35 2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- 35 3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times

36. When call notice need not be issued

- 36 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share on allotment, on the occurrence of a particular event, or on a date fixed by or in accordance with the terms of issue
- 36 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

37. Failure to comply with call notice: automatic consequences

- 37 1 If a person is liable to pay a call and fails to do so by the call payment date the Directors may issue a notice of intended forfeiture to that person, and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- 37 2 For the purposes of this article
- 37 2 1 the “**call payment date**” is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case it is that later date, and
- 37 2 2 the “**relevant rate**” is
- (a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Directors, or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum
- 37 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- 37 4 The Directors may waive any obligation to pay interest on a call wholly or in part
- 38. Notice of intended forfeiture**
- A notice of intended forfeiture
- 38 1 1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,

- 38 1 2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a Transmittree of that holder,
- 38 1 3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice,
- 38 1 4 must state how the payment is to be made, and
- 38 1 5 must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited

39. Directors' power to forfeit Shares

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

40. Effect of forfeiture

- 40 1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that Share, and all claims and demands against the Company in respect of it, and all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company
- 40 2 Any Share which is forfeited in accordance with these Articles
 - 40 2 1 is deemed to have been forfeited when the Directors decide that it is forfeited,
 - 40 2 2 is deemed to be the property of the Company, and
 - 40 2 3 may be sold, re-allotted or otherwise disposed of and the provisions of article 5 shall apply in relation to any proposed transfer of a Share pursuant to this article 40 2 (on the basis that a Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose)
- 40 3 If a person's Shares have been forfeited
 - 40 3 1 the Company must send that person notice that forfeiture has occurred and record it in the register of members,
 - 40 3 2 that person ceases to be a Member in respect of those Shares,
 - 40 3 3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
 - 40 3 4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
 - 40 3 5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal
- 40 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit

41. Procedure following forfeiture

- 41 1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer
- 41 2 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a share has been forfeited on a specified date
 - 41 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - 41 2 2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share
- 41 3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share
- 41 4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which was, or would have become, payable and had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

42. Surrender of Shares

- 42 1 A Member may surrender any Share
 - 42 1 1 in respect of which the Directors may issue a notice of intended forfeiture,
 - 42 1 2 which the Directors may forfeit, or
 - 42 1 3 which has been forfeited
- 42 2 The Directors may accept the surrender of any such Share
- 42 3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share
- 42 4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

43. Share certificates

- 43 1 The Company must issue each Member, free of charge, with one or more certificates in respect of the Shares which that Member holds
- 43 2 Every certificate must specify
 - 43 2 1 in respect of how many Shares, of what class, it is issued,
 - 43 2 2 the nominal value of those Shares,
 - 43 2 3 the amount (if any) paid up on them, and
 - 43 2 4 any distinguishing numbers assigned to them

- 43 3 No certificate may be issued in respect of Shares of more than one class
- 43 4 If more than one person holds a Share, only one certificate may be issued in respect of it
- 43 5 Certificates must
- 43 5 1 have affixed to them the Company's common seal, or
- 43 5 2 be otherwise executed in accordance with the Companies Act
- 43 6 The Directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed
- 44. Replacement share certificates**
- 44 1 If a certificate issued in respect of a Member's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Member is entitled to be issued with a replacement certificate in respect of the same Shares
- 44 2 A Member exercising the right to be issued with such a replacement certificate
- 44 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
- 44 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- 44 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide
- 45. Share transfers**
- 45 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if the shares are not fully paid, the transferee
- 45 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 45 3 The company may retain any instrument of transfer which is registered
- 45 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 45 5 The Directors may refuse to register the transfer of any Share
- 45 5 1 which is not fully paid, to a person of whom they do not approve,
- 45 5 2 on which the Company has a lien,
- 45 5 3 unless
- (a) it is lodged at its registered office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,

- (b) it is in respect of only one class of Shares, and
- (c) it is in favour of not more than four transferees,
- (d) to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval

45 6 If the Directors refuse to register the transfer of a Share they shall within two months after the date on which the transfer was lodged send the transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed transfer may be fraudulent, the instrument of transfer

46. Transmission of Shares

46 1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share Nothing in these articles releases the estate of a deceased Member from any liability in respect of a Share solely or jointly held by that Member

46 2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require

46 2 1 may, subject to these Articles (including without limitation article 6 2), choose either to become the holder of those Shares or to have them transferred to another person, and

46 2 2 subject to these Articles as aforesaid and pending any transfer of the Shares to another person, has the same rights as the holder had

46 3 But Transmitttees 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

47. Exercise of Transmitttees' rights

47 1 Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish

47 2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it

47 3 Any notice or transfer given or executed under this article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred, and so that the notice or transfer is treated in the same way under these Articles as a transfer executed by that person

47 4 The Directors may at any time give notice to the Transmitttee requiring him to elect either to become a holder of the Shares or to transfer the Shares to another person, and if the notice is not complied with within 60 days from the date of the notice, the Directors may withhold payment of all dividends and other monies payable in respect of the Shares until he complies with the notice

48. Transmitttees bound by prior notices

If a notice is given to a Member in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Member before the Transmitttee's name has been entered in the Register of Members

Dividends and Other Distributions

49. Procedure for declaring dividends

- 49 1 Subject to these Articles (including without limitation, article 3 1), the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- 49 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
- 49 3 No dividend may be declared or paid unless it is in accordance with Members' respective rights
- 49 4 Except as the terms on which Shares are issued specify otherwise, all dividends must be paid by reference to each Member's holding of Shares on the date of the resolution or decision to declare or pay it
- 49 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 49 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
- 49 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

50. Calculation of dividends

- 50 1 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be declared and paid according to the amounts paid up on the Shares on which the dividend is paid and apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid
- 50 2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly
- 50 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount

51. Payment of dividends and other distributions

- 51 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
- 51 1 1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide,
- 51 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- 51 1 3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide, or

- 51 1 4 any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide
- 51 2 Dividends may be paid in such manner as the Directors decide and may be declared or paid in any currency. The Directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on his Shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the company or any other person to bear the costs involved
- 51 3 In these Articles, “**the distribution recipient**” means, in respect of a Share in respect of which a dividend or other sum is payable
- 51 3 1 the holder of the Share, or
- 51 3 2 if the Share has two or more joint holders, whichever of them is named first in the register of members, or
- 51 3 3 if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree

52. Deductions from distributions in respect of sums owed to the Company

- 52 1 If
- 52 1 1 a Share is subject to the Company’s lien, and
- 52 1 2 the Directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice
- 52 2 Money so deducted must be used to pay any of the sums payable in respect of that Share
- 52 3 The Company must notify the distribution recipient in writing of
- 52 3 1 the fact and amount of any such deduction,
- 52 3 2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
- 52 3 3 how the money deducted has been applied

53. No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the terms on which the Share was issued or the provisions of another agreement between the holder of that Share and the Company

54. Unclaimed distributions

- 54 1 All dividends or other sums which are payable in respect of Shares and 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

- 54 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
- 54 3 If 12 years have passed from the date on which a dividend or other sum became due for payment, and 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

55. Non-cash distributions

- 55 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)
- 55 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
- 55 2 1 fixing the value of any assets,
- 55 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- 55 2 3 vesting any assets in trustees

56. Waiver of distributions

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

- 56 1 1 the Share has more than one holder, or
- 56 1 2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

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

Capitalisation of Profits

57. Authority to capitalise and appropriation of capitalised sums

- 57 1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution
- 57 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- 57 1 2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions
- 57 2 Capitalised sums must be applied on behalf of the persons entitled, and in the same proportions as a dividend would have been distributed to them
- 57 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

- 57 4 A capitalised sum which was appropriated from profits available for distribution may be applied
- 57 4 1 in or towards paying up any amounts unpaid on existing Shares held by the persons entitled, or
- 57 4 2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct
- 57 5 Subject to these Articles, the Directors may
- 57 5 1 apply capitalised sums in accordance with Articles 57 3 and 57 4 partly in one way and partly in another,
- 57 5 2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
- 57 5 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

Organisation of General Meetings

58. Attendance and speaking at general meetings

- 58 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
- 58 2 A person is able to exercise the right to vote at a general meeting when
- 58 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 58 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 58 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
- 58 4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other
- 58 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

59. Quorum for general meetings

- 59 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 59 2 Any two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation that is a Member shall be a quorum at a general meeting

60. Chairing general meetings

- 60 1 If a Chairman has been appointed in accordance with article 17, the Chairman shall chair general meetings if present and willing to do so
- 60 2 If a Chairman has not been appointed in accordance with article 17, 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, the Directors present, or (if no Directors are present) the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 60 3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”

61. Attendance and speaking by Directors and non-members

- 61 1 Directors may attend and speak at general meetings, whether or not they are Members
- 61 2 The chairman of the meeting may permit other persons who are not Members, or otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting

62. Adjournment

- 62 1 Subject to any provision to the contrary contained in Part A of these Articles, 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, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it Subject to any provision to the contrary contained in Part A as aforesaid, if at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum
- 62 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- 62 2 1 the meeting consents to an adjournment, or
- 62 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 62 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 62 4 Subject to any applicable provisions of Part A of these Articles with regard to the timing and location of any adjourned meeting, when adjourning a general meeting, the chairman of the meeting must
- 62 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- 62 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 62 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
- 62 5 1 to the same persons to whom notice of the Company’s general meetings is required to be given, and

62 5 2 containing the same information which such notice is required to contain

62 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

Voting at General Meetings

63. Voting: general

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

64. Errors and disputes

64 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

64 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

65. Poll votes

65 1 A poll on a resolution may be demanded

65 1 1 in advance of the general meeting where it is to be put to the vote, or

65 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

65 2 A poll on a resolution may be demanded by any qualifying person (as defined in section 318 of the Companies Act) present and entitled to vote on the resolution

65 3 A demand for a poll may be withdrawn if

65 3 1 the poll has not yet been taken, and

65 3 2 the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

65 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

66. Content of proxy notices

66 1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which

66 1 1 states the name and address of the Member appointing the proxy,

66 1 2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed,

66 1 3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine, and

66 1 4 is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of

the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll))

- 66 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 66 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so
- 66 4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and
- 66 4 1 has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it, or
- 66 4 2 has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution
- the proxy is entitled to one vote for and one vote against the resolution
- 66 5 Unless a proxy notice indicates otherwise, it must be treated as
- 66 5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 66 5 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

67. Delivery of proxy notices

- 67 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
- 67 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
- 67 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
- 67 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

68. Amendments to resolutions

- 68 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

- 68 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- 68 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 68 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
 - 68 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 68 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 68 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
- 69. No voting of Shares on which money owed to Company**
- 69 1 No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, or in relation to any written resolution of the Company unless all amounts payable to the Company in respect of that Share have been paid

Application of Rules to Class Meetings

70. Class meetings

- 70 1 The provisions of these Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares

71. Means of communication to be used

- 71 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 71 2 Except insofar as the Companies Act requires otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead
- 71 3 In the case of joint holders of a Share, except insofar as these Articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of Members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders

- 71 4 In the case of a Member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation
- 71 5 A Member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such Member shall be entitled to receive any notice, document or other information from the Company. If the address is that Member's address for sending or receiving documents or information by electronic means the Directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address
- 71 6 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 71 7 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

72. When information deemed to have been received

- 72 1 Any document or information sent or supplied by the Company or a Member shall be deemed to have been received by the intended recipient
- 72 1 1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- 72 1 2 where (without prejudice to article 71 5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- 72 1 3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent,
- 72 1 4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent,
- 72 1 5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended

recipient received (or is deemed to have received) notice of the fact that the material was available on the website

73. Company seals

73 1 Any common seal may only be used by the authority of the Directors

73 2 The Directors may decide by what means and in what form any common seal is to be used

73 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

73 4 For the purposes of this article, an authorised person is

73 4 1 any Director of the Company,

73 4 2 the company secretary (if any), or

73 4 3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

74. No right to inspect accounts and other records

74 1 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company or pursuant to the provisions of the Shareholders' Agreement, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

75. Provision for employees on cessation of business

75 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

76. Secretary

76 1 Subject to the Companies Act, the Directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Directors may think fit, and any company secretary (or joint secretary) so appointed may be removed by the Directors. The Directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries

Directors' Indemnity and Insurance

77. Indemnity

Subject to Article 77 2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled)

77 1 1 a Relevant Officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against

(a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or a group undertaking,

- (b) any liability incurred by that officer in connection with the activities of the Company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act),
- (c) any other liability incurred by that officer as an officer of the Company or a group undertaking,

77 1 2 the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its group undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable a director to avoid incurring such expenditure

77 2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law

78. Insurance

78 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss

78 2 In this article, a “**relevant loss**” means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer’s duties or powers in relation to the Company, any of its group undertakings or any pension fund or employees’ share scheme of the Company or of any of its group undertakings

Schedule 1

Part A: Further Funding Conversion

- 1 For the purposes of this part A of Schedule 1
- “Defaulting Investor” shall have the meaning set out in the Shareholders’ Agreement,
- “Default Proportion” shall have the meaning set out in the Shareholders’ Agreement,
- “Non-Defaulting Investors” shall have the meaning set out in the Shareholders’ Agreement,
- “Non-Default Proportion” shall have the meaning set out in the Shareholders’ Agreement,
- 2 In respect of
- (a) a Defaulting Investor, the Company shall convert the Default Proportion of the D Ordinary Shares held by the relevant Defaulting Investor into D Deferred Shares, and
 - (b) those Non-Defaulting Investors who comply with their obligations under clause 3.3.4 of the Shareholders’ Agreement (in full or in part) only, the Company shall convert the Non-Default Proportion of the D Deferred Shares held by the relevant Non-Defaulting Investors into D Ordinary Shares
- 3 Any Conversion made pursuant to this part A of Schedule 1 shall be made on the following terms
- (a) the determination of the Directors as to the number of D Ordinary Shares and/or D Deferred Shares to be Converted shall (save in the case of manifest error) be conclusive and binding on the Company and its Members, and
 - (b) forthwith after Conversion the Company shall issue to the persons entitled thereto certificates for the D Ordinary Shares and D Deferred Shares held by the relevant holder following the Conversion and the relevant holders shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-Conversion holdings of D Ordinary Shares and D Deferred Shares

Part B: EBITDA Conversion

- 1 For the purposes of this part B of Schedule 1
- “a” means the percentage of the Value Shares (taken as a whole) represented by the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares or the D Ordinary Shares (as relevant) as a class on the relevant Ratchet Trigger Date immediately prior to Conversion,
- “A” = 100-B
- “Accounts” means the [audited,] consolidated financial statements of the Group in respect of a Financial Period, which take into account the appropriate proportion of the assets, liabilities, profits and losses of any joint venture company in which the Group holds a minority interest (without including a discount to reflect that only a minority interest is held),
- “A Ordinary Relevant Percentage” = $(a + (Z * D))\%$,

“b” means the percentage of the Value Shares (taken as a whole) represented by the aggregate of the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares on the first day of the Ratchet Period,

“B” means an amount equal to $\frac{2}{3}$ of the percentage of the Value Shares (taken as a whole) represented by the D Ordinary Shares as a class on the earlier of (i) the date falling immediately prior to the first day of the Further Funding Period, and (ii) the first day of the Ratchet Period,

“B Ordinary Relevant Percentage” = a%,

“C” = a fraction the numerator of which is 10.5 and the denominator of which is F,

“C Ordinary Relevant Percentage” = $(a + (Z * E))\%$,

“D” = a fraction the numerator of which is 3.25 and the denominator of which is F,

“Disposal” means either the sale or other disposal whether by one transaction or a series of related transactions of the whole or a substantial part of the undertaking of the Group (other than to a Group Company which is the Company or a wholly owned subsidiary undertaking of the Company),

“D Ordinary Relevant Percentage” = $(a - Z)\%$,

“E” = a fraction the numerator of which is equal to F minus 13.75 and the denominator of which is F,

“EBITDA” means

- (a) if the relevant Ratchet Trigger Date is not an Exit Ratchet Trigger Date, the earnings before interests, taxation, depreciation and amortisation of the Group as calculated by reference to the Accounts, or
- (b) if the relevant Ratchet Trigger Date is an Exit Ratchet Trigger Date, 1/10 of the Enterprise Value achieved in respect of the relevant Exit,

“Enterprise Value” means an amount equal to the aggregate of the Net Market Capitalisation and the total amount of net indebtedness of the Group (including, but not limited to, senior and subordinated debt, overdraft, loan notes and shareholder loans, less cash attributable to the Group but excluding any lease or asset finance, hire purchase or other ordinary course trade indebtedness) at the relevant Ratchet Trigger Date,

“Exit” means the occurrence of a Listing or the completion of an acquisition by a bona fide third party buyer, on arms length terms, of a Controlling Interest (a **“Sale”**) or the occurrence of a Disposal or the occurrence of a Voluntary Liquidation,

“Exit Date” means a date upon which a Listing becomes effective or a Sale or Disposal is completed or a Voluntary Liquidation is concluded,

“F” means an amount equal to $\frac{1}{3}$ of the percentage of the Value Shares (taken as a whole) represented by the D Ordinary Shares as a class on the earlier of (i) the date falling immediately prior to the first day of the Further Funding Period, and (ii) the first day of the Ratchet Period,

the **“Fifth EBITDA Trigger”** is £5,000,000 minus an amount equal to 1/10 of the value of any licence or venture sold by the Group during the Ratchet Period, save that if this equation results in a negative number, the Fifth EBITDA Trigger will be zero,

the **"First EBITDA Trigger"** is £1,000,000 minus an amount equal to 1/10 of the value of any licence or venture sold by the Group during the Ratchet Period, save that if this equation results in a negative number, the First EBITDA Trigger will be zero,

the **"Fourth EBITDA Trigger"** is £4,000,000 minus an amount equal to 1/10 of the value of any licence or venture sold by the Group during the Ratchet Period, save that if this equation results in a negative number, the Fourth EBITDA Trigger will be zero,

"Further Funding Period" shall have the meaning set out in the Shareholders' Agreement,

"Net Market Capitalisation" means

- (a) in relation to a Listing the price per share (expressed in pounds sterling) at which Shares are proposed to be sold in connection with the Listing (in the case of an offer for sale, being the underwritten price or if applicable the minimum tender price, and in the case of a placing being the placing price) in each case multiplied by the number of ordinary shares in the Company which will be in issue immediately following the Listing but excluding therefrom any Shares issued on the Listing in order to raise money for the Company for any purpose, or
- (b) in relation to a Sale, the aggregate consideration expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock or a combination thereof or otherwise) paid for the Shares on completion of an agreement or offer to acquire the whole of the issued share capital of the Company (or where the Sale comprises part only of the equity share capital of the Company, the amount which would have been paid if the whole of the issued equity share capital had been acquired at the same price per share as the shares comprised in the Sale), or
- (c) in relation to a Voluntary Liquidation, the aggregate value expressed as a cash amount returned to the Members, pursuant to a Voluntary Liquidation, or
- (d) in the case of a Disposal, an amount equal to the total amount available for payment to holders of Shares as a result of the Disposal by way of dividend, dividend on liquidation or the consideration payable in respect of Shares purchased by the Company,

"Ordinary Relevant Percentage" = $(a+(Z*C))\%$,

"Ratchet Period" means the period commencing on 1 April 2017 and ending on the earlier of (i) 31 March 2020, and (ii) the Exit Date,

"Ratchet Trigger Dates" means (i) a date falling 5 days after the date on which the Accounts are approved by the Company in respect of each Financial Period during the Ratchet Period, and (ii) the date falling immediately prior to the Exit Date (an **"Exit Ratchet Trigger Date"**) (and each such date shall be a **"Ratchet Trigger Date"** and the first to occur of such dates shall be the **"First Ratchet Trigger Date"**),

the **"Second EBITDA Trigger"** is £2,000,000 minus an amount equal to 1/10 of the value of any licence or venture sold by the Group during the Ratchet Period, save that if this equation results in a negative number, the Second EBITDA Trigger will be zero,

the **"Third EBITDA Trigger"** is £3,000,000 minus an amount equal to 1/10 of the value of any licence or venture sold by the Group during the Ratchet Period, save that if this equation results in a negative number, the Third EBITDA Trigger will be zero,

"Voluntary Liquidation" means a return of assets to the Members upon a voluntary liquidation of the Company,

“X” = (x-y), save that if this equation results in a negative number, X will be zero,

“x” and “y” shall be determined as follows depending on (i) in respect of x, the EBITDA achieved on the relevant Ratchet Trigger Date, and (ii) in respect of y, the highest EBITDA achieved on any Ratchet Trigger Date prior to the relevant Ratchet Trigger Date (save that if the relevant Ratchet Trigger Date is the First Ratchet Trigger Date y will be zero)

EBITDA achieved	“x”	“y”
less than the First EBITDA Trigger	0	0
equal to or greater than the First EBITDA Trigger but less than the Second EBITDA Trigger	1	1
equal to or greater than the Second EBITDA Trigger but less than the Third EBITDA Trigger	2	2
equal to or greater than the Third EBITDA Trigger but less than the Fourth EBITDA Trigger	3	3
equal to or greater than the Fourth EBITDA Trigger but less than the Fifth EBITDA Trigger	4	4
equal to or greater than the Fifth EBITDA Trigger	5	5

“Z” = ((A-b)/5)*X

2 On each Ratchet Trigger Date (in the case of an Exit Ratchet Trigger Date, conditional upon and immediately prior to the occurrence of an Exit), the Company shall Convert

- (a) such number of Ordinary Shares into Deferred Shares as shall result in the Ordinary Shares as a class representing the Ordinary Relevant Percentage of the Value Shares (taken as a whole),
- (b) such number of A Ordinary Shares into Deferred Shares as shall result in the A Ordinary Shares as a class representing the A Ordinary Relevant Percentage of the Value Shares (taken as a whole),
- (c) such number of B Ordinary Shares into Deferred Shares as shall result in the B Ordinary Shares as a class representing the B Ordinary Relevant Percentage of the Value Shares (taken as a whole), and
- (d) such number of D Ordinary Shares into Deferred Shares as shall result in the D Ordinary Shares as a class representing the D Ordinary Relevant Percentage of the Value Shares (taken as a whole)

in each case immediately following the occurrence of all Conversions detailed above

3 For the avoidance of doubt, no C Ordinary Shares shall Convert pursuant to this part B of Schedule 1, but immediately following the completion of all of the Conversions required in accordance with paragraph 2 of this part B of Schedule 1 above, the C Ordinary Shares as a class shall represent the C Ordinary Relevant Percentage of the Value Shares (taken as a whole)

4 Any Conversion made pursuant to this part B of Schedule 1 shall be made on the following terms

- (a) the Shares to be Converted pursuant to paragraph 2 of this part B of Schedule 1 shall be apportioned pro rata (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares or the D Ordinary Shares (as relevant) according to their respective holdings of such class of Shares immediately prior to the occurrence of the relevant Conversion,
 - (b) the determination of the Directors as to the number of Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares to be Converted shall (save in the case of manifest error) be conclusive and binding on the Company and its Members, and
 - (c) forthwith after Conversion the Company shall issue to the persons entitled thereto certificates for the Deferred Shares resulting from the Conversion and for the remaining Ordinary Shares, A Ordinary Shares, B Ordinary Shares or D Ordinary Shares (as relevant) and the holders thereof shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-Conversion holdings of Ordinary Shares, A Ordinary Shares, B Ordinary Shares or D Ordinary Shares (as relevant)
- 5 On the final day of the Ratchet Period (and where such day is the Exit Date, subject to and following completion of the Conversion of Ordinary Shares, A Ordinary Shares, B Ordinary Shares or D Ordinary Shares in accordance with paragraph 2 of this part B of Schedule 1 and immediately prior to and conditional upon the occurrence of an Exit)
 - (a) each of the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares then in issue shall be Converted into Ordinary Shares and shall
 - (i) rank pari passu with each other and the existing Ordinary Shares in all respects, and
 - (ii) have the rights attaching to Ordinary Shares as set out in these Articles, save that, following such Conversion, no Ordinary Shares will be subject to further Conversion in accordance with this part B of Schedule 1, and
 - (b) each of the Deferred Shares and D Deferred Shares then in issue shall be transferred to the Company for consideration equal to the nominal value of each such Share and the holders of such Shares are each deemed to have conferred an irrevocable authority on the Company to execute on behalf of such holder of the Deferred Shares or D Deferred Shares a contract for the sale to the Company of any such Shares held by him and any related documents, and
 - (c) subject to and following completion of transfer of the Deferred Shares and D Deferred Shares contemplated by paragraph 5(b) above, each of the Deferred Shares and D Deferred Shares shall be cancelled by the Company