

Company No. 08319372

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

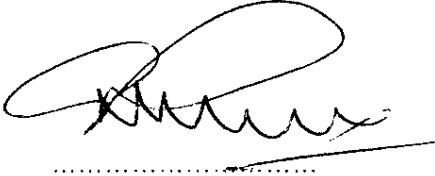
OF

SUSTAINABLE COMMUNITIES FOR LEEDS (HOLDINGS) LIMITED

On *18 August* 2017, the following special resolution was duly passed as a written resolution of the Company pursuant to section 288 of the Companies Act 2006:

SPECIAL RESOLUTION

That the regulations contained in the document set out in the attached form are adopted as the Company's articles of association in substitution for and to the exclusion of the Company's existing articles of association.



Director



Company No. 08319372

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**SUSTAINABLE COMMUNITIES FOR LEEDS (HOLDINGS)
LIMITED**

Incorporated on 5 December 2012

Adopted by special resolution passed on 18 August 2017

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SUSTAINABLE COMMUNITIES FOR LEEDS (HOLDINGS)
LIMITED

(the "Company") Incorporated on

5 December 2012

Adopted by special resolution passed on 18 August 2017

PRELIMINARY

1 INTERPRETATION

1.1 In these Articles

"Act" means the Companies Act 2006 including any statutory modification or reenactment of that Act for the time being in force,

"Alternate" means any alternate director for the time being of the Company notified in advance by the appointing party to the other Parties,

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

"Associate" means

(a) in relation to any Shareholder (other than Ull)

- (i) any subsidiary or holding company of that Shareholder or any subsidiary of that Shareholder's holding company from time to time,
- (ii) any subsidiary or holding company of a member of that Shareholder or any subsidiary of a member of that Shareholder's holding company from time to time,
- (iii) any unit trust, investment fund, partnership (whether a limited partnership, limited liability partnership or other form of legally recognised partnership) or other fund or other entity of which any entity referred to in paragraphs (i) or (ii) of this definition is the general partner, trustee, principal or manager or has

advisory or management responsibility in respect of the assets of the fund or entity (either directly or indirectly), and

- (iv) any nominee or trustee of any entity falling within paragraphs (a), (b) or (c) of this definition acting in such capacity (whether on a change of nominee or trustee or otherwise), and

(b) in relation to Ull only

- (i) Ull,
- (ii) Lloyds Bank UK Infrastructure Partners LP,
- (iii) the manager or general partner from time to time of Lloyds Bank UK Infrastructure Partners LP,
- (iv) any entity that is a trustee, nominee or subsidiary of Lloyds Bank UK Infrastructure Partners LP or Ull, and
- (v) any partnership or other entity of which any entity referred to in subparagraph (b)(iii) of this definition is general partner, a trustee or the principal manager (whether on its own or jointly with any other person or persons)

"Business Day" means a day other than a Saturday, Sunday or a day on which banks are authorised to close for business in the City of London,

"clear days" in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

"communication" means the same as in the Electronic Communications Act 2000,

"company" includes any body corporate,

"director" means any person appointed to the office of director of the Company, and includes any Alternate duly appointed in accordance with these Articles and **"directors"** shall be construed accordingly,

"electronic communication" means the same as in the Electronic Communications Act 2000,

"executed" means any mode of execution,

"Fair Value" means in relation to Shares, a valuation in accordance with Article 11.5(c) which represents the market value of each Share;

"holder" means, in relation to any Share, the Shareholder whose name is entered in the register of members as the holder of the Share,

"Independent Accountant" means an independent accountant appointed under these Articles in accordance with Article 29,

"Listing Rules" means the Listing Rules of the Financial Conduct Authority made for the purposes of Part VI of the Financial Services and Markets Act 2000,

"Offered Shares" has the meaning given in Article 11.2,

"Office" means the registered office of the Company,

"Parties" shall mean the parties to the Shareholders' Agreement,

"Proposed Transferor" has the meaning given in Article 11.2,

"Sale Notice" means the notice given to Shareholders (other than the Proposed Transferor) in accordance with Article 11.6 inviting them to apply for the Offered Shares,

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

"Selling Price" has the meaning given in Article 11.2,

"Shareholder" means any holder for the time being of Shares and the expression **"Shareholders"** shall be construed accordingly, provided that if any Associate of a Shareholder also holds Shares, then for the purposes of

- (a) the quorum and voting requirements set out in these Articles relating to meetings and/or resolutions of the directors and of the Shareholders,
- (b) Article 21, and
- (c) Article 24,

such Shareholder and each of such Associates shall be deemed to constitute one "Shareholder" and not separate Shareholders and the holdings of Shares of such Shareholder and its Associates shall be aggregated accordingly,

"Shareholders' Agreement" means any agreement entered into by and between the Shareholders for the purpose of regulating the affairs of the Company and their relationship as Shareholders,

"Shares" means the ordinary shares of £1 each in the capital of the Company,

"Transfer Notice" has the meaning given in Article 11.2,

"UII" means Uberior Infrastructure Investments (No 5) Limited (registered number 08063001) whose registered office is at 33 Old Broad Street, London EC2N 1HZ, and

"United Kingdom" means Great Britain and Northern Ireland

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification of the Act not in force when these Articles become binding on the Company
- 1.3 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose
- 1.4 In these Articles, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

- 2 No regulations contained in any statute or subordinate legislation, including but not limited to any model articles prescribed under the Act apply as the regulations or articles of association of the Company

3 PRIVATE COMPANY

The Company is a private company limited by shares and the shareholders' liability is limited to the amount, if any, unpaid on the shares held by them. Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited

4 SHARE CAPITAL

- 4.1 The directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise all the powers of the Company to allot Shares and to grant rights to subscribe for, or to convert any securities into Shares
- 4.2 Subject to the provisions of any Shareholders' Agreement, Shares or rights to subscribe for, or to convert any securities into, Shares which the directors propose to issue shall first be offered to the Shareholders in proportion as nearly as may be to the number of the existing Shares held by them respectively unless the Company in general meeting or by written resolution shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of Shares offered, and stating a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Shares not accepted under such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article 4.2 by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Shareholders
- 4.3 In accordance with section 567(1) of the Act, none of the requirements set out in section 561 or section 562 of the Act apply to an allotment of equity securities (as defined in section 560(1) of the Act) by the Company
- 4.4 Subject to the provisions of the Act and without prejudice to any rights attached to any existing Shares, any Share may be issued with such rights or restrictions as the Company may by ordinary resolution determine
- 4.5 Subject to the provisions of the Act, Shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Company may by ordinary resolution determine
- 4.6 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly-paid Shares or partly in one way and partly in the other
- 4.7 Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or required in any way to recognise any interest in any Share except an absolute right to the entirety of that Share in the holder

5 SHARE CERTIFICATES

- 5.1 Every Shareholder, upon becoming the holder of any Shares, shall be entitled
- (a) to one certificate for all the Shares of each class held by him and thereafter,
 - (b) without payment upon transferring a part of his holding of Shares, to a certificate for the balance of such holding, and
 - (c) several certificates each for one or more of his Shares upon payment for every certificate after the first of such reasonable sum as the directors may determine
- 5.2 Every certificate shall be signed on behalf of the Company by at least one director and the secretary or by at least two directors or otherwise be executed in accordance with the Act and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount or respective amounts paid up thereon The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate for a Share to one joint holder shall be a sufficient delivery to all of them
- 5.3 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate

6 LIEN

- 6.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share The directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article 6 The Company's lien on a Share shall extend to any amount payable in respect of it
- 6.2 The Company may sell in such manner as the directors determine 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 fourteen clear days after notice 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.
- 6.3 To give effect to a sale pursuant to Article 6.2 the directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with, the directions of the purchaser The title of the transferee to the Shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale
- 6.4 The net proceeds of the sale pursuant to Article 6.2, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale

7 CALLS ON SHARES AND FORFEITURE

- 7.1 Subject to the terms of allotment, the directors may make calls upon Shareholders in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each Shareholder shall (subject to receiving at least fourteen clear days' notice specifying when and

- where payment is to be made) pay to the Company as required by the notice the amount called on his Shares A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or part A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made
- 7.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed
- 7.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of the Share
- 7.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by section 592 of the Act) but the directors may waive payment of the interest wholly or in part
- 7.5 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid when due all the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call
- 7.6 Subject to the terms of allotment, the directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares
- 7.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited
- 7.8 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture
- 7.9 Subject to the provisions of the Act, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before a sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit Where for the purposes of its disposal a forfeited Share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the Share to that person
- 7.10 A person any of whose Shares have been forfeited shall cease to be a Shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined by section 592 of the Act) from the date of forfeiture until payment but the directors may waive payment 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

- 7.11 A statutory declaration by a director or the secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share

8 RESTRICTIONS ON THE TRANSFER OF SHARES

The directors may, before registering the transfer of any Share, require the proposed transferee to enter into a deed of adherence agreeing to be bound by the terms of any Shareholders' Agreement. The terms of any such deed of adherence may not require the transferee to assume any obligations or liabilities greater than those of the proposed transferor under the relevant agreement. If the directors require a proposed transferee to enter into a deed of adherence in accordance with this Article 8, the transfer must not be registered until that deed has been executed and delivered to the Company by the transferee

9 TRANSFER OF SHARES

- 9.1 The directors shall register a transfer made in accordance with the provisions of these Articles and any Shareholders' Agreement. The directors shall refuse to register any transfer unless such transfer has been made in accordance with the provisions of these Articles and any Shareholders' Agreement
- 9.2 A Shareholder may transfer any or all of its Shares
- (a) to an Associate of such Shareholder in which case the provisions of Article 10 shall not apply, or
 - (b) in accordance with and as permitted under Article 10
- 9.3 Where Shares have been transferred under Article 9.2(a) (whether directly or by a series of such transfers) from a Shareholder (a "**Transferor**" which expression shall not include a second or subsequent transferor in such a series of transfers) to an Associate of the Transferor (a "**Transferee**") and subsequently the Transferee ceases to be an Associate of the Transferor, the Transferee shall immediately prior to the time at which it ceases to be an Associate transfer the said Shares to an Associate of the Transferor immediately prior to such transfer
- 9.4 A transfer of any Share pursuant to Article 9.2 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, *free from any lien, charge or other encumbrance*
- 9.5 The directors shall not enter on the register of members of the Company the name of any transferee or transferees of a Share which has been transferred or purportedly transferred in breach of Article 9.2

10 TRANSFER OF SHARES - OVERRIDING PROVISIONS

10.1 Notwithstanding any other provision contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

- (a) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"), or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles, (i) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee, and (ii) no Secured Institution or its nominee, shall be required to either provide any prior written notice to the Company or to offer the shares which are, or are to be, the subject of any transfer aforesaid to the Shareholders or any of them, and no such Shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

10.2 The Company shall have no lien over any shares which have been charged by way of security to a Secured Institution

10.3 In the event of any conflict between the provisions of Article 10 on the one hand and any other provision of these articles on the other, the provisions of Article 10 shall prevail and apply to the exclusion of any other article

11 PRE-EMPTION RIGHTS

11.1 Except in the case of a transfer or a disposal to an Associate in accordance with Article 9.2, the right to transfer Shares or any beneficial interest therein shall be subject to the restrictions and provisions in Article 8 and this Article 11 and to the terms of any Shareholders' Agreement or other agreement which acts to restrict the transferability of Shares

11.2 If at any time a Shareholder (a "**Proposed Transferor**") wishes to transfer any or all of its Shares (or any beneficial interest in any Share) it shall give notice in writing to the Company (a "**Transfer Notice**") of such wish. Save as provided in Articles 11.5(e) and 11.10(a), the Proposed Transferor shall not be entitled to revoke a Transfer Notice without the written consent of all the Shareholders. A Transfer Notice shall constitute the Company as agent of the Proposed Transferor to transfer the Shares which are the subject of the Transfer Notice (the "**Offered Shares**") at the price per Share determined in accordance with Article 11.5 (the "**Selling Price**") and in accordance with the other provisions of this Article 11

11.3 The Proposed Transferor may indicate in the Transfer Notice whether the proposed transfer may be accepted in respect of some only of the Offered Shares or, alternatively, only in respect of all of the Offered Shares. If the Proposed Transferor gives no such indication, the Proposed Transferor shall be deemed to have specified that the proposed transfer may be accepted in respect of all of the Offered Shares.

- 11.4 Any Shareholder may waive by notice in writing his right to receive a Sale Notice under Article 11.6 and upon doing so shall cease to have any right of pre-emption in accordance with this Article 11 in respect of Shares offered pursuant to such Sale Notice
- 11.5 The Selling Price shall be determined in accordance with this Article 11.5
- (a) Where an offer to purchase all of the Offered Shares held by the Proposed Transferor is made by a bona fide arm's length purchaser not more than one month before the date on which the Transfer Notice was given, the price offered by such purchaser shall be the Selling Price
 - (b) If no offer as referred to in Article 11.5(a) is made and not more than one month before the date on which the Transfer Notice was given the Proposed Transferor and the directors shall unanimously agree a price per Share as representing the Fair Value thereof or as being acceptable to the Proposed Transferor for such purposes, then such price shall be the Selling Price
 - (c) If the Selling Price is not determined in accordance with Articles 11.5(a) or 11.5(b), upon the giving of the Transfer Notice the directors shall request an Independent Accountant agreed upon by the Shareholders or in the absence of agreement appointed by (upon application by any of the Shareholders to the same) the President for the time being of the Institute of Chartered Accountants in England and Wales to determine and certify the Fair Value of each Share as at the said date and valuing the Shares on the basis of a sale as between a willing buyer and a willing seller contracting on arm's length terms, having regard to the net tangible asset value including any unfunded obligations under any Shareholders' Agreement at such date but without taking into account the size of the shareholding, any restriction on the transfer of such Shares or the rights and obligations of the Shareholder pursuant to any Shareholders' Agreement or these Articles and that sum shall be the Selling Price
 - (d) There shall be deducted from the Selling Price as so agreed or certified (as the case may be) in each case in Articles 11.5(b) and 11.5(c), save to the extent taken into account in calculating the Selling Price, any dividend or other distribution or interest declared or made on or paid after the date of such agreement or certification and which is to be retained by the Proposed Transferor
 - (e) Where the Proposed Transferor is not willing to sell at the Selling Price so determined in accordance with Article 11.5(c), the Proposed Transferor may, within a period of 5 Business Days following the date upon which the Selling Price is notified to the Proposed Transferor, withdraw the Offered Shares from sale by serving a notice on the Company to that effect
- 11.6 Upon the determination of the Selling Price, the directors shall promptly notify in writing each Shareholder (other than the Proposed Transferor) (the "**Applying Shareholders**") of the number of Offered Shares and the Selling Price and invite each Applying Shareholder to apply in writing to the Company within 28 days of the date of such notice (the "**Application Period**") for the maximum number of the Offered Shares (being all or some of them) for which the Applying Shareholder would like to apply The aforesaid invitation shall lapse in respect of an Applying Shareholder upon the termination of the Application Period if an Applying Shareholder fails to make an application within such time period If there are no Applying Shareholders willing to purchase all or some only of the Offered Shares, as specified (or deemed to be specified) in the Transfer Notice, the directors shall promptly give notice in writing to the Proposed Transferor

of such failure (a "**Failure Notice**") Any application for Offered Shares submitted by an Applying Shareholder shall be irrevocable unless otherwise agreed in writing by all Shareholders

- 11.7 If the directors shall have served a Failure Notice in respect of an invitation pursuant to Article 11.6, subject to Article 11.12, at any time within six months after the expiration of the Application Period, the Proposed Transferor shall be entitled to transfer the Offered Shares specified in the Transfer Notice to any person on a bona fide sale ("**Bona Fide Purchaser**") at a price not less than the Selling Price (after deducting, where appropriate, any dividend or other distribution or interest paid, declared or made after the date of the Transfer Notice and to be retained by the Proposed Transferor)
- 11.8 If there is competition between the Applying Shareholders for the Offered Shares, the Offered Shares shall be sold to applicants in proportion (as nearly as possible without involving fractions or increasing the number of Offered Shares for which an Applying Shareholder has applied) to their respective existing holding of Shares ignoring the Shares of the Proposed Transferor
- 11.9 If the Company shall within the Application Period find Applying Shareholders to purchase all of the Offered Shares and gives notice in writing thereof to the Proposed Transferor (every such notice shall state the name and address of the Applying Shareholders and the number of Offered Shares agreed to be purchased by them), the Proposed Transferor shall be bound, upon payment of the Selling Price, to transfer such Offered Shares to such Applying Shareholders
- 11.10 If, pursuant to Article 11.3, the Proposed Transferor has notified (or is deemed to have notified) its desire to transfer all of the Offered Shares and the directors have found Applying Shareholders to purchase some only of the Offered Shares and give notice in writing thereof to the Proposed Transferor (every such notice shall state the name and address of the Applying Shareholders and the number of Offered Shares agreed to be purchased by them) then the Proposed Transferor
- (a) shall be at liberty to (i) revoke the Transfer Notice by giving notice to the Company within four days of receipt of the notice from the directors referred to in this Article 11.10, and (ii) subject to Article 11.12, at any time within six months after the expiration of the Application Period, transfer the Offered Shares specified in the Transfer Notice to any Bona Fide Purchaser at a price not less than the Selling Price (after deducting, where appropriate, any dividend or other distribution or interest paid, declared or made after the date of the Transfer Notice and to be retained by the Proposed Transferor); or
 - (b) where the Proposed Transferor has not revoked the Transfer Notice in accordance with Article 11.10(a) it (i) shall complete the transfer of the Offered Shares applied for by the Applying Shareholders so notified to it, and (ii) may, subject to Article 11.12, at any time within six months after the expiration of the Application Period, transfer the balance of the Offered Shares ("**Remaining Shares**") to any Bona Fide Purchaser at a price not less than the Selling Price (after deducting, where appropriate, any dividend or other distribution or interest paid, declared or made after the date of the Transfer Notice and to be retained by the Proposed Transferor)
- 11.11 If, pursuant to Article 11.3, the Proposed Transferor has notified its desire to transfer either all or some only of the Offered Shares and if the directors have found Applying Shareholders to purchase some only of the Offered Shares and gives notice in writing thereof to the Proposed Transferor (every such notice shall state the name and address of the Applying Shareholders and the number of Offered Shares agreed to be purchased by them), the Proposed Transferor shall

- (a) be bound, upon payment of the Selling Price, to transfer such Offered Shares applied for to the respective Applying Shareholders, and
 - (b) subject to Article 11.12, be at liberty, at any time within six months after the expiration of the Application Period, to transfer the Remaining Shares to any Bona Fide Purchaser at a price not less than the Selling Price (after deducting, where appropriate, any dividend or other distribution or interest paid, declared or made after the date of the Transfer Notice and to be retained by the Proposed Transferor)
- 11.12 Any transfer of Shares by the Proposed Transferor to any Bona Fide Purchaser in accordance with Articles 11.7, 11.10(a)(ii), 11.10(b)(ii) or 11.11(b) shall be subject to the following
- (a) the Proposed Transferor shall not be entitled to transfer any of the Shares referred to in Articles 11.7, 11.10(a)(ii), 11.10(b)(ii) or 11.11(b) unless all such Shares are so transferred, and
 - (b) the directors may require to be satisfied that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and without any deduction, rebate or allowance whatsoever to such purchaser(s) and, if not so satisfied, may refuse to register the instrument of transfer, and
 - (c) where the Proposed Transferor or the Bona Fide Purchaser is subject to the Listing Rules, the purchase of Shares set out in the Transfer Notice will be subject to satisfaction by the Proposed Transferor or the Bona Fide Purchaser, as the case may be, of any requirement under the Listing Rules (including where applicable, but without limitation, the obtaining of the approval of its shareholders) and the Proposed Transferor or Bona Fide Purchaser, as the case may be, shall use all reasonable endeavours to satisfy such requirements within a reasonable time period and, in any event, within 90 days of giving notice to the Proposed Transferor and the directors of its intention to exercise its right of purchase
- 11.13 Once the Offered Shares have been allocated, the directors shall notify each of the Applying Shareholders in writing of the number of Offered Shares that each such Applying Shareholder has been allocated ("**Allocation Notice**") The Allocation Notice shall state the name and addresses of the Applying Shareholders and the number of Offered Shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the directors in the Allocation Notice (being not less than two weeks nor more than four weeks after the date of such Allocation Notice) Subject to the Proposed Transferor's right to revoke the Transfer Notice under Article 11.10(a), the Proposed Transferor shall be bound to transfer the Offered Shares allocated pursuant to the Allocation Notice upon payment of the Selling Price for such Offered Shares on the date specified in the Allocation Notice
- 11.14 *If the Proposed Transferor, having become bound to transfer any Offered Shares defaults in accepting payment of the Selling Price for any of the Offered Shares or, as the case may be, in transferring the same, then the Company shall receive such purchase monies and may nominate some person to execute an instrument of transfer of such Offered Shares in the name and on behalf of the Proposed Transferor and when such instrument has been duly stamped the Company shall cause the name of the purchaser to be entered in the register of members as the holder of such Offered Shares and, where applicable, hold the purchase monies in trust without interest for the Proposed Transferor The receipt by the Company of the purchase money shall be a good discharge to the purchaser(s) who shall not be bound to see to the application thereof and after the name of the purchaser(s) has been entered in such register in purported*

exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person

12 TRANSMISSION OF SHARES

- 12.1 If a Shareholder dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders shall be the only persons recognised by the Company as having any title to his interest; but nothing in these Articles shall release the estate of a deceased Shareholder from any liability in respect of any Share which had been jointly held by him
- 12.2 A person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the Share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the Share to that person. All the Articles relating to the transfer of Shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Shareholder and the death or bankruptcy of the Shareholder had not occurred
- 12.3 A person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall have the rights to which he would be entitled if he were the holder of the Share, except that he shall not, before being registered as the holder of the Share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company

13 TAG-ALONG

- 13.1 Subject to Article 8, in the event of a proposed sale by one or more Shareholders (the "**Seller(s)**") of in aggregate 50% or more of the Shares (in one transaction or a series of related transactions and other than a permitted transfer of Shares pursuant to Article 9.2(a)) (each transaction, a "**Tag-Along Sale**") to one or more parties who are not Shareholders, such Seller(s) shall provide the Company with written notice of the terms and conditions of such proposed transfer (the "**Tag-Along Notice**") The Company shall, promptly following receipt thereof, provide a copy of the Tag-Along Notice to each other Shareholder (each such recipient being a "**Tagging Person**")
- 13.2 For the avoidance of doubt, any proposed sale of Shares by a Seller(s) which falls within this Article 13 shall first be subject to the provisions of Article 11.
- 13.3 The Tag-Along Notice shall identify the number of Shares proposed to be included in the Tag-Along Sale, the name and address of the proposed third party purchaser (the "**Buyer**"), the proposed consideration per Share, and all other material terms and conditions of the Tag-Along Sale
- 13.4 Each Tagging Person shall have the right, at its option, exercisable by written notice (the "**Exercise Notice**") given to the Seller(s) within 30 days after receipt of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to include their Shares ("**Tag-Along Shares**") in the proposed transfer
- 13.5 If any Tagging Person has delivered an Exercise Notice to the Seller(s), then not less than 10 days prior to the proposed closing of the Tag-Along Sale, the Seller(s) shall deliver to each such Tagging Person notice of (i) the amount of such Tagging Person's Tag-Along Shares to be transferred in such Tag-Along Sale as set out in the relevant Exercise Notice, and (ii) the time

and location of the completion of such Tag-Along Sale Not less than five days prior to the completion of the Tag-Along Sale, each such Tagging Person shall deliver to the Buyer a written notice containing the payment instructions to be followed in connection with the transfer of such Tagging Person's Tag-Along Shares under the Tag-Along Sale On the date of completion of the Tag-Along Sale, each such Tagging Person shall deliver, subject to the terms and conditions of the Tag-Along Sale, the certificate or certificates (if any) representing the Tag-Along Shares of such Tagging Person to be included in such Tag-Along Sale at the time and location specified in the notice given pursuant to the first sentence of this Article 13.5 If, at the end of a 60-day period after delivery of the Exercise Notice, such Tag-Along Sale has not been completed on substantially the same terms and conditions as set forth in the Tag-Along Notice, the Seller(s) shall again follow all of the procedures set forth in this Article 13

13.6 If at the termination of the Tag-Along Notice Period any Tagging Person shall not have delivered an Exercise Notice, such Tagging Person will be deemed to have waived its rights under this Article 13 to participate in such Tag-Along Sale

13.7 The rights and obligations of the Seller(s) and the Tagging Persons under this Article 13 shall be subject to the following conditions

- (a) upon the completion of any Tag-Along Sale, each of the Seller(s) and the Tagging Persons participating therein will receive the same form and amount of consideration per Share, or if the Seller(s) or any Tagging Person is given an option as to the form and amount of consideration to be received, the Seller(s) and all Tagging Persons participating therein will be given the same option,
- (b) no Seller(s) nor Tagging Person shall be obliged to pay more than its *pro rata* portion (based on the aggregate consideration to be received in respect of its Tag-Along Shares in the Tag-Along Sale) of costs, fees and expenses incurred in connection with the Tag-Along Sale to the extent such costs, fees and expenses are incurred for the benefit of all such Tagging Persons and the Seller(s) and are not otherwise paid by the Company or the Buyer, and
- (c) neither the Seller(s) nor any Tagging Person shall be required to provide any warranties or indemnities in connection with such Tag-Along Sale (other than warranties and indemnities concerning the Seller(s)' and each Tagging Person's title to the Tag-Along Shares)

14 ALTERATION OF SHARE CAPITAL

14.1 The Company may by ordinary resolution

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
- (b) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and
- (c) cancel Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled

14.2 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the directors may authorise some person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

14.3 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

15 PURCHASE OF OWN SHARES

Subject to the provisions of the Act, the Company may purchase its own Shares (including any redeemable shares) and make a payment in respect of the redemption or purchase of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

16 GENERAL MEETINGS

The directors may call general meetings and, on the requisition of Shareholders under the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions with the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any Shareholder may call a general meeting.

17 NOTICE OF GENERAL MEETINGS

17.1 General meetings called for the passing of a special resolution shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed, by all the Shareholders or the Shareholder (if there is only one Shareholder) entitled to attend and vote at that meeting.

17.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

17.3 Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders, to all the persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder and to the directors and auditors.

18 PROCEEDINGS AT GENERAL MEETINGS

18.1 No business shall be transacted at any meeting (including adjourned meetings) unless a quorum is present. The quorum at any general meeting of the Company or adjourned meeting shall be all Shareholders present in person or by proxy and entitled to vote provided that, if the Company has only one Shareholder, that Shareholder present in person or by proxy shall be a quorum.

18.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such day and at such time and place as the directors may determine. If at such adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

- 18.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman. The chairman at any general meeting shall not be entitled to exercise a casting vote.
- 18.4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the Shareholders present and entitled to vote shall choose one of their number to be chairman
- 18.5 A director shall, notwithstanding that he is not a Shareholder, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company
- 18.6 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 18.7 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded
- (a) by the chairman, or
 - (b) by any Shareholder present in person or by proxy and entitled to vote
- 18.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not earned by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 18.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 18.10 A poll shall be taken in such manner as the chairman directs and he may appoint scrutineers (who need not be Shareholders) and fix a place and time for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 18.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

- 18.12 No notice need be given of a poll not taken forthwith if the time and place at which it is taken are announced at the meeting at which it is demanded, in any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

19 GENERAL MEETINGS BY TELEPHONE

- 19.1 A general meeting may consist of a conference between Shareholders some or all of whom are in different places provided that each Shareholder who participates is able

- (i) to hear each of the other participating Shareholders addressing the meeting, and
- (ii) if he so wishes, to address all of the other participating Shareholders simultaneously,

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods

- 19.2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Shareholders required to form a quorum
- 19.3 A meeting held in this way is deemed to take place at the place where the largest group of participating Shareholders is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates
- 19.4 A resolution put to the vote of a meeting shall be decided by each Shareholder indicating to the chairman (in such manner as the chairman may direct) whether the Shareholder votes in favour of or against the resolution or abstains

References in this Article 19 to Shareholders shall include their duly appointed proxies and, in the case of corporate Shareholders, their duly authorised representatives

20 VOTES OF SHAREHOLDERS

- 20.1 Subject to any rights or restrictions attached to any Shares, on a show of hands or a poll every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a Shareholder entitled to vote, shall have one vote for every Share of which that person is the holder
- 20.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members
- 20.3 A Shareholder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned

meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

- 20.4 No Shareholder shall, unless the directors otherwise determine, be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any Share held by him unless all moneys presently payable by him in respect of that Share have been paid
- 20.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive
- 20.6 On a poll votes may be given either personally or by proxy A Shareholder may appoint more than one proxy to attend on the same occasion Deposit of an instrument of proxy does not preclude a Shareholder from attending and voting at the meeting or at any adjournment of it
- 20.7 An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointer
- 20.8 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may
- (a) in the case of an instrument in writing be left at or sent by post or by facsimile transmission to the Office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
 - (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
 - (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at any time not less than 24 hours before the time appointed for the taking of the poll, or
 - (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 20.9 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

21 DIRECTORS

- 21.1 The number of directors shall be not less than two and shall not be subject to a maximum number.
- 21.2 Each Shareholder shall be entitled to appoint
- (a) for so long as there are more than two Shareholders, two directors, and
 - (b) for so long as there are only two Shareholders, three directors.
- 21.3 A Shareholder may remove any director so appointed by it, by giving no less than 48 hours' notice in writing marked for the attention of the board of directors (such notice to be signed by such Shareholder) unless otherwise agreed by the Company
- 21.4 Every director appointed under Article 21.2 shall hold office until he is either removed or dies or vacates office under Article 22.8 and (subject to the provisions of section 168 of the Act) neither the Company in general meeting nor the directors shall have power to fill any vacancy so arising
- 21.5 Any director appointed under Article 21.2 shall be at liberty from time to time and at any time to make such disclosures to the Shareholder (and where such Shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine, subject only to the condition that if there be more than one appointing Shareholder, the director concerned shall ensure that each of the Shareholders of the same class receives the same information on an equal footing
- 21.6 Any director who is unable to attend any meeting of the board of directors ("**Absent Director**") shall be entitled to allow any other director ("**Nominated Director**"), by written notice to the Company and the Nominated Director (such notice to be signed by the Absent Director) served prior to the time and date scheduled for the holding of such meeting, that the Nominated Director shall hold in aggregate, in respect of a specified meeting of the board of directors or specified matter(s) on the agenda of any such meeting (as specified in the aforementioned notice), the number of votes equal to the aggregate number of votes that such Absent Director is entitled to in accordance with Article 24.5 An Absent Director shall not be entitled to also appoint an alternate director to attend any meeting of the board of directors in respect of which he is deemed to have granted his voting rights to a Nominated Director in accordance with this Article 21.6

- 21.7 A director need not hold any shares of the Company to qualify as a director but he shall be entitled to receive notice of and attend all general meetings of the Company and all other meetings of the holders of any class of shares in the capital of the Company
- 21.8 Subject to the provisions of the Act and to any directions given by special resolution, save as expressly provided elsewhere in these Articles, the business of the Company shall be managed by the directors who may exercise all the powers of the Company including the power to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture or loan stock and other securities or instruments as security for any debt, liability or obligation of the Company or of any third party The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such terms as they determine, including authority for the agent to delegate all or any of his powers
- 21.9 The directors may appoint a chairman (the "**Chairman**"), who shall endeavour to attend meetings in the United Kingdom If so appointed, the chairmanship will rotate between the Shareholders for each successive period of 12 months after the date of adoption of these Articles and the order of rotation shall be agreed between the Shareholders If a director which has been appointed as Chairman shall resign before the cessation of his appointment as Chairman, any person that is appointed as director by the Shareholder that also appointed the resigning director shall be automatically appointed as Chairman upon taking office as director The Chairman shall not be entitled to a casting vote If the Chairman is not participating in a directors' meeting within 10 minutes of the time at which it was due to start, those directors who are participating in the meeting must appoint one of their number to chair the meeting
- 21.10 If a Shareholder transfers all of its Shares in accordance with these Articles, such Shareholder shall procure the resignation of each Director appointed by it

22 DIRECTORS' INTERESTS

- 22.1 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature and extent of his interest at a meeting of the directors in accordance with the Act Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present
- 22.2 For the purposes of section 175 of the Act, the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine ("**Conflict Authorisation**"), any matter proposed to them in accordance with these Articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a "**Relevant Director**") has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict Situation**") Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised
- 22.3 Where directors give a Conflict Authorisation
- (a) the terms of the Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded),
 - (b) the directors may revoke or vary such authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation,

- (c) neither the Relevant Director nor any other director with an interest in the Conflict Situation shall vote on any resolution to approve a Conflict Authorisation, and
- (d) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject

22.4 Any terms to which a Conflict Authorisation is made subject ("**Conflict Authorisation Terms**") may include (without limitation to Article 22.2) provision that

- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party,
- (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter, and
- (c) the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,

and anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under this Article 22.4) will not constitute a breach by him of his duties under sections 172 to 174 of the Act

22.5 Subject to Article 22.6, but without prejudice to Articles 22.2 and 22.3, authorisation is given by the Shareholders for the time being on the terms of these Articles to each director in respect of any Conflict Situation that exists as at the date on which these Articles are adopted or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, or has been appointed by the Company and/or any other member (if any) of the Relevant Group (the "**Group Conflict Authorisation**") The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (the "**Group Conflict Authorisation Terms**") are automatically set by this Article 22.5 so that the director concerned

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and
- (b) may (but shall be under no obligation to)

- (i) absent himself from the discussions of, and/or the making of decisions; and
- (ii) make arrangements not to receive documents and information,

relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 of the Act

22.6 A Group Conflict Authorisation given or deemed given under Article 22.5 may be revoked, varied or reduced in its scope or effect by special resolution

22.7 In these Articles, "**Relevant Group**" comprises

- (i) the Company,
- (ii) any body corporate which is for the time being a wholly owned subsidiary of the Company,
- (iii) any body corporate of which the Company is for the time being a wholly owned subsidiary ("**Parent**"), and
- (iv) any body corporate (not falling within any preceding paragraph of this definition) which is for the time being a wholly owned subsidiary of the Parent

22.8 The office of director shall be vacated if the director

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (b) becomes prohibited from being a director by reason of any order made under the Company Directors Disqualification Act 1986, or
- (c) in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging all or any of his duties as a director, or
- (d) resigns his office by notice in writing to the Company, or
- (e) is removed from office pursuant to Article 21.3 or Article 21.4

23 **ALTERNATE DIRECTORS**

23.1 Acting under the authority of a Shareholder under Article 21.2, any director (other than an Alternate) may appoint any other person authorised by such Shareholder to be his Alternate

23.2 Every Alternate shall

- (a) subject to his giving to the Company an address and/or an address for receiving electronic communications within the United Kingdom at which notices may be served on him, be entitled to receive notices of all meetings of the directors,
- (b) in the absence from the board of directors of the director who appointed him, be entitled to exercise all the powers, rights, duties and authorities of the director appointing him

- 23.3 Under the authority of a Shareholder under Article 21.2, a director may at any time revoke the appointment of an Alternate appointed by him under Article 23.1, and subject to the relevant Shareholder approval, may appoint another Alternate in his place
- 23.4 If a director shall die or cease to hold office as director the appointment of his Alternate shall thereupon cease and determine
- 23.5 An Alternate shall not be counted in reckoning the maximum number of directors allowed by these Articles for the time being
- 23.6 In addition to his own vote(s) at meetings of directors, a director acting as an Alternate shall have additional votes, equal to the sum of the number of votes of each director for whom he acts as Alternate (unless any such director is present at the meeting)
- 23.7 Every person acting as Alternate shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of or for the director appointing him The remuneration of any such Alternate shall be payable out of the remuneration payable to the director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate and the director appointing him

24 PROCEEDINGS OF DIRECTORS

- 24.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit A director may, and the secretary at the request of a director shall, call a meeting of the directors Questions arising at a meeting shall be decided by a majority of votes
- 24.2 Subject to Article 25, the quorum necessary for the transaction of the business of the Company shall be one director appointed by each Shareholder who is entitled to appoint a Director and each such Shareholder shall endeavour to ensure that at least one of its directors attends each such meeting
- 24.3 If there is no quorum at a meeting of the directors, such meeting will be reconvened to consider and, if thought fit, pass the same resolutions at the same place and time on the day falling two Business Days after the inquorate meeting was scheduled to be held, at which meeting the quorum shall be
- (a) if there are only two Shareholders, any director present and appointed by any Shareholder(s) entitled to appoint such director(s) and holding (together, if applicable) not less than 70% of the Shares in issue, or
 - (b) if there are more than two Shareholders, two directors appointed or nominated by any two Shareholders entitled to appoint such directors and together holding not less than 51% of the Shares in issue
- 24.4 Unless otherwise agreed by the Shareholders, meetings of the board of directors shall be convened and held
- (a) at least four times a year and a written agenda specifying the matters to be raised at any such meeting shall (either together with the notice convening the meeting or not less than seven days prior to the date of the meeting) be sent to each Shareholder and to all directors entitled to receive notice of any such meeting, and

- (b) at the request of any director, a written notice specifying the matters to be raised at the meeting of the directors shall be sent by the director calling the relevant meeting (either together with the notice convening the meeting or not less than seven days prior to the date of the meeting) to each Shareholder and to all directors entitled to receive notice of any such meeting
- 24.5 At a meeting of the directors, any one or more directors appointed by any Shareholder and present at such meeting shall have, in aggregate, the number of votes equal to the number of Shares held by the Shareholder who appointed him or them. If two or more directors appointed by any Shareholder are present, they shall each have the number of votes equal to the number of Shares held by that Shareholder divided by the number of those directors appointed by such Shareholder who are present at the relevant meeting
- 24.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be valid and effectual as if it has been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, but a resolution signed by an Alternate need not also be signed by his appointer and, if it is signed by a director who has appointed an Alternate it need not be signed by the Alternate in that capacity
- 24.7 Any Shareholder may, upon 5 days' prior notice to the directors, send persons identified in such notice to attend and observe any meeting of directors. For the avoidance of doubt, such attendees shall neither be entitled to participate in discussions at any such meeting unless invited to do so by the Chairman nor be entitled to vote at any such meeting
- 24.8 The directors may delegate any of their powers to committees. Any committee so formed shall exercise only the powers so delegated and shall conform to any regulations that may be imposed by the directors. Any director or Alternate shall have the right but not the obligation to attend the meetings of any committees so formed. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or without exclusion of their own powers and may be revoked or altered
- 24.9 The meeting and proceedings of any committee of the directors formed under Article 24.8 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors set out under Article 24.8
- 24.10 Any director or Alternate or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone, video conferencing link or any other form of communication equipment whereby all persons participating in the meeting can hear and speak to each other throughout the meeting. A director so participating shall be counted as present in person at the meeting, shall be counted in the quorum for the meeting and shall be entitled to vote at the meeting.
- 24.11 The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of chief executive or managing or joint managing or deputy or assistant managing director (or variations on the same) as the directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a director appointed to any such executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director from any cause ipso facto, immediately cease to hold such executive office

25 RELATED PARTY AGREEMENTS

25.1 For the purposes of this Article 25, a "**Related Party Board Meeting**" shall mean a meeting of the board of directors convened to consider any of the following matters (each a "**Related Party Business Item**")

- (a) the enforcement by the Company of any obligation incumbent upon a Shareholder or any Associate of that Shareholder ("**Related Party**") or the enforcement by the Company of any right against a Related Party (including, for the avoidance of doubt, termination rights) under any contract or document entered into, in connection with or contemplated by any Shareholders' Agreement or any other agreements, between the Company and the Related Party, where, in the reasonable opinion of the majority of directors (excluding the Related Party or any nominee of the Related Party), any one or more of the following applies
 - (i) the Related Party appears to be in breach or default of a material obligation which the Related Party owes to the Company, or
 - (ii) the actions of the Related Party, if left unresolved are likely to result in the Company being in breach or default of any material provision of any material agreement entered into by the Company,
- (b) the defence by the Company against the enforcement by a Related Party of any obligation incumbent upon the Company or the defence by the Company against the enforcement of any right by a Related Party against the Company under any agreement or arrangement made between the Company and the Related Party, or
- (c) the approval of any contract for the performance of any services to or for the Company where a Related Party tendered to carry out such services and was rejected, and subsequent to that rejection the approval of the cost or expenditure relating to those services, where, in the reasonable opinion of the majority of the directors (excluding the Related Party tenderer) the appointment of an alternative contractor or the approval of the cost or expenditure relating to the appointment of an alternative tenderer is being prevented by the actions of the directors or directors of the Related Party tenderer

When determining whether a matter listed in this Article 25.1 is a Related Party Business Item, the majority of the directors (excluding the Related Party) shall act in good faith in reaching such a decision. For the avoidance of doubt, the directors (excluding the Related Party) shall not consider there to be a Related Party Business Item solely because a Related Party is a party to an agreement with the Company

25.2 Notice of a Related Party Board Meeting shall be prepared and circulated in accordance with Article 24.4 and shall specify the relevant Related Party Business Item as an item for discussion

25.3 Subject to Article 25.4, all directors (including, for the avoidance of doubt, directors appointed by the Related Party which is, or whose Associate is, the subject of any Related Party Business Item ("**Related Party Directors**") shall be entitled to attend and participate in full discussions at such Related Party Board Meeting, including discussions concerning the Related Party Business Item

25.4 Any decision at any Related Party Board Meeting concerning a Related Party Business Item shall be made by a decision of the directors other than the Related Party Directors. For the avoidance of doubt, the quorum for such meeting shall not include any Related Party Directors

26 SECRETARY

Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit, and any secretary so appointed may be removed by the directors

27 MINUTES

27.1 The directors shall cause minutes to be made in books kept for the purpose.

- (a) of all appointments of officers made by the directors, and
- (b) of all proceedings of meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting

28 DIVIDENDS

28.1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the Shareholders, but no dividend shall exceed the amount recommended by the directors

28.2 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights

28.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly

28.4 The directors may deduct from a dividend or other amounts payable to a person in respect of a Share any amounts due from him to the Company on account of a call or otherwise in relation to a Share

28.5 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to such distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Shareholder upon the footing of the value so fixed in order to adjust the rights of Shareholders and may vest any assets in trustees

28.6 Any dividend or other moneys payable on or in respect of a Share may be paid

- (a) by cheque sent by post to the registered address of the person entitled, or
- (b) by electronic payment (telegraphic transfer) sent to the bank account notified to the Company for such purposes of the person entitled, or
- (c) if two or more persons are the holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the holder:
 - (i) by electronic payment (telegraphic transfer) sent to the bank account notified to the Company for such purposes, or
 - (ii) by cheque sent by post to the registered address of that one of those persons who is first named in the register of members or to such person and to such address or bank account as the person or persons entitled may in writing direct.

Every cheque shall be made payable to the order of the person or persons entitled. In the alternative, payment by cheque or by electronic telegraphic transfer may be made to such other person as the person or persons entitled may in writing direct and payment of the cheque or, in the case of payment by electronic telegraphic transfer evidence of payment by the Company to the bank account notified in writing to the Company by the person or persons entitled to payment, shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Share as aforesaid may give receipts for the payment of the dividend or other moneys payable.

28.7 No dividend or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share.

28.8 Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

29 INDEPENDENT ACCOUNTANT

29.1 In every case where an Independent Accountant is appointed under these Articles

- (a) the Independent Accountant shall be an expert and not an arbitrator,
- (b) the decision of such Independent Accountant shall be conclusive and binding on the parties and without appeal (save in the case of clerical or manifest error),
- (c) each Shareholder shall be afforded the opportunity of making written representations to the Independent Accountant and of commenting in writing on the representations received from the other Shareholders,
- (d) the Shareholder shall give all reasonable assistance to the Independent Accountant,
- (e) the Independent Accountant shall not decide any question of law but shall seek the opinion of senior counsel specialising in the relevant area of law, whose opinion shall be binding on the Independent Accountant,
- (f) the Independent Accountant shall set out in writing the reasons for his decision, and
- (g) any fees, costs or expenses which may become payable to the Independent Accountant (and counsel appointed pursuant to Article 29.1(e)) shall be within the award of the Independent Accountant.

30 CAPITALISATION OF PROFITS

The directors may with the authority of an ordinary resolution of the Company

- (a) subject as provided in this Article 30, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
- (b) appropriate the sum resolved to be capitalised to the Shareholders who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or in paying up in full unissued Shares or debentures of the Company of a nominal amount equal to such sum, and allot the Shares or debentures credited as fully paid to those Shareholders, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article 30, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid,
- (c) resolve that any Shares so allotted to any Shareholder in respect of a holding by him of any partly-paid Shares rank for dividend, so long as such Shares remain partly paid, only to the extent that such partly-paid Shares rank for dividend,
- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this Article 30 in fractions, and
- (e) authorise any person to enter on behalf of all the Shareholders concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they may be entitled upon such capitalisation, any agreement made under such authority being binding on all such Shareholders

31 NOTICES

- 31.1 Any notice or other communication to be given to or by any person under these Articles shall be in writing (except that a notice calling a meeting of the directors need not be in writing) or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice
- 31.2 The Company may give any notice to a Shareholder either personally or by sending it by post in a prepaid envelope addressed to the Shareholder at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the Shareholder In the case of Joint holders of a Share, all notices shall be given to the Joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the Joint holders Any Shareholder whose registered address is not within the United Kingdom shall be entitled to have notices given to him at that address
- 31.3 A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting, and, where requisite, of the purposes for which it was called

31.4 Every person who becomes entitled to any Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of members, has been given to the person from whom he derives his title

31.5 A notice sent to a Shareholder (or other person entitled to receive notices under these Articles) is deemed to be given by post to an address within the United Kingdom:

- (i) 24 hours after posting, if pre-paid as first class, or
- (ii) 48 hours after posting, if pre-paid as second class, or
- (iii) by post to an address outside the United Kingdom 72 hours after posting, if pre-paid as airmail

Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a Shareholder's registered address is deemed to have been given on the day it was left at that address

31.6 A notice sent to a Shareholder (or other person entitled to receive notices under these Articles) is deemed to be given by an electronic communication 48 hours after the time it was sent provided that no error message has been received indicating failed delivery

31.7 Proof that a notice contained in an electronic communication was sent, is conclusive evidence that the notice was given, if evidenced

- (a) in relation to a notice sent by fax, by a copy of the fax report showing the date and time of transmission and the address notified to the Company under Article 31.2 for such purposes, or
- (b) in relation to a notice sent by e-mail, by a copy of the e-mail showing the date and time of sending and the address notified to the Company under Article 31.2 for such purposes, or
- (c) in relation to any other method of electronic communication, by a record of such communication showing the date and time of transmission and the address notified to the Company under Article 31.2 for such purposes

31.8 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Shareholder, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description, at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

32 WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be earned out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like

sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability

33 INDEMNITY

33.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is or was a director, Alternate or secretary of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred

- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or
- (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

33.2 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was

- (a) a director, Alternate and secretary of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,

indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company

34 SOLE SHAREHOLDER

If and for so long as the Company has only one Shareholder

- (a) in relation to a general meeting, the sole Shareholder or a proxy for that Shareholder or (if the Shareholder is a corporation) a duly authorised representative of that Shareholder is a quorum,
- (b) a proxy for the sole Shareholder may vote on a show of hands,
- (c) the sole Shareholder may agree that any general meeting, other than a meeting called for the passing of a special resolution, be called by shorter notice than that provided for by these Articles, and
- (d) all other provisions of these Articles apply with any necessary modification (unless the provision expressly provides otherwise)