

Company Number ~~08549579~~ 08579579

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

STEPJOCKEY LIMITED

WRITTEN RESOLUTION OF THE MEMBERS

Circulated on 16 July 2015 ("Circulation Date")

We the undersigned being the members of the Company who at the date of circulation of these resolutions is entitled to vote on the resolutions, having read the information for members provided below, **RESOLVE and AGREE** that the following resolution, proposed by the directors of the Company, be passed as a written special resolution in accordance with Chapter 2 of Part 13 of the Companies Act 2006 -

SPECIAL RESOLUTION

that the draft articles of association attached to this resolution be adopted in place of the existing articles of association of the Company

Signed

Helen Nuki

On 2015

Paul Nuki

On 2015

Duncan Charles McNaught Moore

On 2015

TUESDAY
WED



A4D31S1N
A18 04/08/2015 #296
COMPANIES HOUSE
A4C5NIPV
A11 22/07/2015 #161
COMPANIES HOUSE

Sean Zimdahl

On 2015

Mark Jason Tracey

On 2015

Simon Street

On 2015

Viver Sundar Muthu

On 2015

David Welch

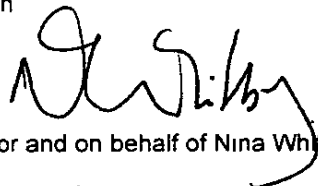
On 2015

For and on behalf of PlanetWilson Limited

On 2015

For and on behalf of SK Technologies Limited

On 2015



For and on behalf of Nina Whitby Limited

On 16 July 2015

For and on behalf of Canyon Road Limited

Information for Members

- 1 If you agree to the resolution, you must signify your agreement by signing and dating this document (in the space provided above) and returning this document to the Company
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Company Number' ~~08540579~~ 03579579

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

STEPJOCKEY LIMITED

WRITTEN RESOLUTION OF THE MEMBERS

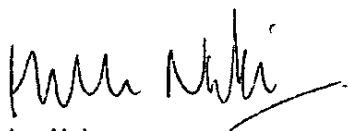
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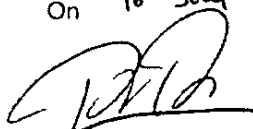
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Signed



Helen Nuki

On 16 July 2015



Paul Nuki

On 16 July 2015

Duncan Charles McNaught Moore

On 2015

WRITTEN RESOLUTION	A18	04/08/2015	#358
	COMPANIES HOUSE		
WRITTEN RESOLUTION	A11	22/07/2015	#162
	COMPANIES HOUSE		

Sean Zimdahl

On 2015

Mark Jason Tracey

On 2015

Simon Street

On 2015

Viver Sundar Muthu

On 2015

David Welch

On 2015

For and on behalf of PlanetWilson Limited

On 2015

For and on behalf of SK Technologies Limited

On 2015

For and on behalf of Nina Whitby Limited

On 2015

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Company Number. ~~00549570~~ 0157 9579

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STEPJOCKEY LIMITED

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On 2015

Paul Nuki

On 2015

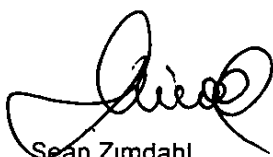
Duncan Charles McNaught Moore

On 2015



COMPANIES HOUSE

A11 *A4C5NISZ* 22/07/2015 #175
COMPANIES HOUSE



Sean Zimdahl

On 16 July 2015

Mark Jason Tracey

On 2015

Simon Street

On 2015

Viver Sundar Muthu

On 2015

David Welch

On 2015

For and on behalf of PlanetWilson Limited

On 2015

For and on behalf of SK Technologies Limited

On 2015

For and on behalf of Nina Whitby Limited

On 2015

For and on behalf of Canyon Road Limited

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Sean Zimdahl

On 2015



Mark Jason Tracey

On 16 July 2015

Simon Street

On 2015

Viver Sundar Muthu

On 2015

David Welch

On 2015

For and on behalf of PlanetWilson Limited

On 2015

For and on behalf of SK Technologies Limited

On 2015

For and on behalf of Nina Whitby Limited

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For and on behalf of Canyon Road Limited

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Signed

Helen Nuki

On 2015

Paul Nuki

On 2015

Duncan Charles McNaught Moore

On 2015

TUESDAY
WEL

COMPANIES HOUSE
"A405N117"
22/07/2015
COMPANIES HOUSE

A11

#176

Sean Zimdahl

On 2015

Mark Jason Tracey

On 2015



Simon Street

On 16 July 2015

Viver Sundar Muthu

On 2015

David Welch

On 2015

For and on behalf of PlanetWilson Limited

On 2015

For and on behalf of SK Technologies Limited

On 2015

For and on behalf of Nina Whitby Limited

On 2015

For and on behalf of Canyon Road Limited

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Signed

Heleen Nuki

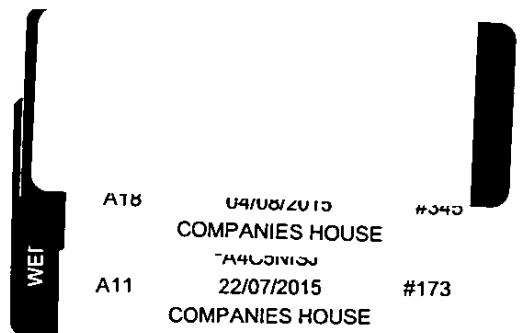
On 2015

Paul Nuki

On 2015

Duncan Charles McNaught Moore

On 2015



Sean Zimdahl

On 2015

Mark Jason Tracey

On 2015

Simon Street

On 2015



Vivek Sundar Muthu

On 16 July 2015

David Welch

On 2015

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Helen Nuki

On 2015

Paul Nuki

On 2015

Duncan Charles McNaught Moore

On 2015



A10	04/08/2015	#346
	COMPANIES HOUSE	
	A4C5NISR	
A11	22/07/2015	#174
	COMPANIES HOUSE	

Sean Zimdahl

On 2015

Mark Jason Tracey

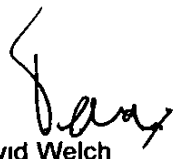
On 2015

Simon Street

On 2015

Viver Sundar Muthu

On 2015


David Welch

On 16 July 2015

For and on behalf of PlanetWilson Limited

On 2015

For and on behalf of SK Technologies Limited

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On 2015

Paul Nuki

On 2015


Duncan Charles McNaught Moore

On 16 JULY 2015



A10 04/06/2015
COMPANIES HOUSE
"A4C5N15B"
A11 22/07/2015 #172
COMPANIES HOUSE

Sean Zimdahl

On 2015

Mark Jason Tracey

On 2015

Simon Street

On 2015

Viver Sundar Muthu

On 2015

David Welch

On 2015

For and on behalf of PlanetWilson Limited

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Company Number ~~08549579~~ 08571519

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On 2015

Paul Nuki

On 2015

Duncan Charles McNaught Moore

On 2015

WEL
A18 04/08/2015 #357
COMPANIES HOUSE
A4C5NIQB
A11 22/07/2015 #163
COMPANIES HOUSE

Sean Zimdahl

On 2015

Mark Jason Tracey

On 2015

Simon Street

On 2015

Viver Sundar Muthu

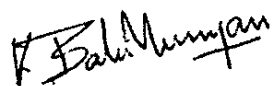
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David Welch

On 2015

For and on behalf of PlanetWilson Limited

On 2015



For and on behalf of SK Technologies Limited

On 16 July 2015

For and on behalf of Nina Whitby Limited

On 2015

For and on behalf of Canyon Road Limited

ARTICLES OF ASSOCIATION
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
STEPJOCKEY LIMITED
(COMPANY NUMBER 08579579)

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PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1 1 In these Articles, unless the context requires otherwise

"Allocation Notice" has the meaning given to that term in Article 48 12,

"appointor" has the meaning given to that term in Article 24 1,

"Articles" means the Company's articles of association for the time being in force,

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

"Buyer" has the meaning given to that term in Article 48 12,

"CA 2006" means the Companies Act 2006,

"call" has the meaning given to that term in Article 34 1,

"call notice" has the meaning given to that term in Article 34 1,

"call payment date" has the meaning given to that term in Article 37 2 1,

"capitalised sum" has the meaning given to that term in Article 66 1 2,

"chairman" has the meaning given to that term in Article 13 2,

"chairman of the meeting" has the meaning given to that term in Article 72,

"Clear Days" means (in relation to the period of a notice) 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,

"Companies Acts" means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company,

"Company's lien" has the meaning given to that term in Article 32,

"Conflict" has the meaning given to that term in Article 16 2,

"conflicted director" means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon,

"corporate representative" has the meaning given to that term in Article 80,

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called,

"distribution recipient" has the meaning given to that term in Article 60 2,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

“electronic form” has the meaning given to that term in section 1168 of CA 2006,

“Excess Securities” has the meaning given to that term in Article 29 3 2,

“Excess Shares” has the meaning given to that term in Article 48 11 1,

“Existing Investor Majority” has the meaning given to it in the Investment Agreement

“Founder Shareholder” means Helen Jane Nuki and / or Paul Nuki each of 53, Queen's Drive London N4 2SZ

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

“hard copy form” has the meaning given to that term in section 1168 of CA 2006,

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,

“instrument” means a document in hard copy form,

“Investment Agreement” means the investment agreement dated on or around the date of adoption of these Articles and made between (1) the Investors, (2), the Founders and (3) the Company (all as defined in the investment agreement),

“Investor Director” means the director(s) appointed by an Existing Investor Majority and/or by a New Investor Majority in accordance with Articles 20 4 1 and/or 20 5 1,

“Investors” has the meaning given to it in the Investment Agreement,

“Issue Price” means in respect of any share, the subscription price paid (or agreed to be paid) in respect of that share including any premium,

“lien enforcement notice” has the meaning given to that term in Article 33,

“Leaving Date” means -

- (a) Where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires,
- (b) Where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,
- (c) Where an employee dies, the date of his death,
- (d) Where the employee concerned is a director but not an employee, the date on which his service agreement (or other terms of appointment) with the Company is terminated,
- (e) In any other case, the date on which employment or holding of office is terminated,

“Market Value” has the meaning given to that term in Article 48 4 1,

“member” has the meaning given to that term in section 112 of CA 2006,

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

“New Investor Majority” has the meaning given to it in the Investment Agreement,

“non-conflicted director” means any director who is not a conflicted director,

“Offer Notice” has the meaning given to that term in Articles 48 9 and 48 10,

“ordinary resolution” has the meaning given to that term in section 282 of CA 2006,

“paid” means paid or credited as paid,

“participate”, in relation to a directors' meeting, has the meaning given to that term in Article 12,

“partly-paid” in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company,

“persons entitled” has the meaning given to that term in Article 66 1 2,

“Proposed Sale Price” has the meaning given to that term in Article 48 2 3,

“proxy notice” has the meaning given to that term in Article 78 2,

“proxy notification address” has the meaning given to that term in Article 79 1,

“relevant officer” has the meaning given to that term in Articles 87 3 2 or 88 2 1, as the case may be,

“relevant loss” has the meaning given to that term in Article 88 2 2,

“relevant rate” has the meaning given to that term in Article 37 2 2,

“Sale Price” has the meaning given to that term in Article 48 4,

“Sale Shares” and **“Sale Share”** have the meanings respectively given to those terms in Article 48 2 1,

“Seller” has the meaning given to that term in Article 48 1,

“shareholder” means a holder of shares,

“shares” means shares in the Company,

“special resolution” has the meaning given to that term in section 283 of CA 2006,

“subsidiary” has the meaning given to that term in section 1159 of CA 2006,

“Total Transfer Condition” has the meaning given to that term in Article 48 2 5,

“transfer” or **“transferring”** has the meaning given to those terms respectively in Article 47 1,

“Transfer Notice” has the meaning given to that term in Article 48 1,

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a holder or otherwise by operation of law,

“United Kingdom” means Great Britain and Northern Ireland,

“Valuers” means the auditors for the time being of the Company if any appointed, unless the auditors give notice to the Company that they decline an instruction to report on the matter in question, or if no auditors shall have been appointed the Valuers shall be a firm of chartered accountants agreed between the Seller and the directors or, in default of such agreement within 10 working days following the notice from the auditors declining to report if appropriate, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party, and

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

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force
- 1 5 Any phrase introduced by the terms **“including”**, **“include”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

2 LIABILITY OF MEMBERS

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

PART 2- DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4 CHANGE OF COMPANY NAME

Without prejudice to the generality of Article 3, the directors may resolve in accordance with Article 8 to change the Company's name

5 MEMBERS' RESERVE POWER

- 5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 DIRECTORS MAY DELEGATE

- 6 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles
 - 6 1 1 to such person or committee,
 - 6 1 2 by such means (including by a power of attorney),
 - 6 1 3 to such an extent,
 - 6 1 4 in relation to such matters or territories, and
 - 6 1 5 on such terms and conditions as they think fit
- 6 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- 6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 COMMITTEES

- 7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors
- 7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them
- 7 3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8 1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 9 (*Directors' written resolutions*) or otherwise as a unanimous decision taken in accordance with Article 10 (*Unanimous decisions*)
- 8 2 If
 - 8 2 1 the Company only has one director for the time being, and
 - 8 2 2 no provision of the Articles requires it to have more than one director,

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

- 8 3 Subject to the Articles, each director participating in a directors' meeting has one vote

9 DIRECTORS' WRITTEN RESOLUTIONS

- 9 1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)
- 9 2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)
- 9 3 Notice of a proposed directors' written resolution must indicate
- 9 3 1 the proposed resolution, and
- 9 3 2 the time by which it is proposed that the directors should adopt it
- 9 4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting
- 9 5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

10 UNANIMOUS DECISIONS

- 10 1 A decision of the directors is taken in accordance with this Article 10 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter
- 10 2 A decision may not be taken in accordance with this Article 10 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting
- 10 3 Once a directors' unanimous decision is taken in accordance with this Article 10 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

11 CALLING A DIRECTORS' MEETING

- 11 1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the United Kingdom or by authorising the company secretary (if any) to give such notice
- 11 2 Notice of any directors' meeting must indicate
- 11 2 1 its proposed date and time,
- 11 2 2 where it is to take place, and
- 11 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

- 11 3 Subject to Article 11 4, notice of a directors' meeting must be given to each director but need not be in writing
- 11 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when
 - 12 1 1 the meeting has been called and takes place in accordance with the Articles, and
 - 12 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 12 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 12 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

13 CHAIRING OF DIRECTORS' MEETINGS

- 13 1 The directors may appoint a director to chair their meetings
- 13 2 The person so appointed for the time being is known as the chairman
- 13 3 The directors may terminate the chairman's appointment at any time
- 13 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

14 CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

- 14 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote
- 14 2 Article 14 1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon)

15 QUORUM FOR DIRECTORS' MEETINGS

- 15 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 15 2 Subject to Article 15 3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is three and shall include the Investor Director(s) in office for the time being, unless
 - 15 2 1 there is no Investor Director in office for the time being, or

15.2.1 such Investor Director(s) has/have, in respect of any particular meeting (or part of a meeting), otherwise agreed ahead of such meeting,

in which case the quorum for such meeting (or part of the meeting as the case may be) shall be any three directors. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the directors determine. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall proceed irrespective of whether the Investor Director(s) is/are present or not.

15.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

16 DIRECTORS' CONFLICTS OF INTERESTS

16.1 For the purposes of this Article 16, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

16.2 The directors may, in accordance with the requirements set out in this Article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict).

16.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.

16.4 Any authorisation under this Article 16 will be effective only if

16.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

16.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and

16.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.

16.5 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently)

16.5.1 Extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,

16 5 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or

16 5 3 be terminated or varied by the directors at any time

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

16 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

16 6 1 disclose such information to the directors or to any director or other officer or employee of the Company, or

16 6 2 use or apply any such information in performing his duties as a director,
where to do so would amount to a breach of that confidence

16 7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director

16 7 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,

16 7 2 is not given any documents or other information relating to the Conflict,

16 7 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

16 8 Where the directors authorise a Conflict

16 8 1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict,

16 8 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation

16 9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006

16 10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 16 5 2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office

16 10 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,

16 10 2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested,

16 10 3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

16 10 4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and

16 10 5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006

16 11 For the purposes of this Article, references to proposed decisions and decision making processes include any directors' meeting or part of a directors' meeting

16 12 Subject to Article 16 13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

16 13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

17 RECORDS OF DECISIONS TO BE KEPT

17 1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

17 2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

19 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one

20 METHODS OF APPOINTING DIRECTORS

20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

20 1 1 by ordinary resolution, or

20 1 2 by a decision of the directors

20 2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittes of the last member to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

20 3 For the purposes of Article 20 2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

20 4 An Existing Investor Majority shall have the right to

20 4 1 appoint and maintain in office one natural person as an Existing Investor Majority may from time to time direct as an Investor Director (and as a member of each and any committee of the directors) and to remove any director so appointed and, upon his removal whether by an Existing Investor Majority or otherwise, to appoint another person to act as an Investor Director in his place, and

20 4 2 appoint a representative to attend as an observer at each and any meeting of the board and of each and any committee of the directors

20 5 A New Investor Majority shall have the right to

20 5 1 appoint and maintain in office one natural person as a New Investor Majority may from time to time direct as an Investor Director (and as a member of each and any committee of the directors) and to remove any director so appointed and, upon his removal whether by the New Investor Majority or otherwise, to appoint another person to act as an Investor Director in his place, and

20 5 2 appoint a representative to attend as an observer at each and any meeting of the board and of each and any committee of the directors

20 6 Appointment and removal of an Investor Director shall be by written notice to the Company which shall take effect on delivery at its registered office or at any meeting of the directors or committee thereof

21 TERMINATION OF DIRECTOR'S APPOINTMENT

21 1 A person ceases to be a director as soon as

21 1 1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law,

- 21 1 2 a bankruptcy order is made against that person,
- 21 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts and the Company resolves that his office be vacated,
- 21 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 21 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- 21 1 6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

22 DIRECTORS' REMUNERATION

- 22 1 Directors may undertake any services for the Company that the directors decide
- 22 2 Directors are entitled to such remuneration as the directors determine
 - 22 2 1 for their services to the Company as directors, and
 - 22 2 2 for any other service which they undertake for the Company
- 22 3 Subject to the Articles, a director's remuneration may
 - 22 3 1 take any form, and
 - 22 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

23 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at

- 23 1 meetings of directors or committees of directors,
- 23 2 general meetings, or
- 23 3 separate meetings of the holders of any class of shares or of debentures of the Company,

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

ALTERNATE DIRECTORS

24 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 24 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
 - 24 1 1 exercise that director's powers, and
 - 24 1 2 carry out that director's responsibilities,
 - 24 1 3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- 24 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 24 3 The notice must
 - 24 3 1 identify the proposed alternate, and
 - 24 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

25 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 25 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 25 2 Except as the Articles specify otherwise, alternate directors
 - 25 2 1 are deemed for all purposes to be directors,
 - 25 2 2 are liable for their own acts and omissions,
 - 25 2 3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 16), and
 - 25 2 4 are not deemed to be agents of or for their appointors,and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 25 3 A person who is an alternate director but not a director
 - 25 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes),
 - 25 3 2 may participate in a unanimous decision of the directors (but only if his appointor does not participate), and
 - 25 3 3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)
- 25 4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote

on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present

- 25 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

26 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate for any appointor terminates

- 26 1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 26 2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms,
- 26 3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director,
- 26 4 on the death of that appointor, or
- 26 5 when the alternate's appointor's appointment as a director terminates

SECRETARY

27 APPOINTMENT AND REMOVAL OF SECRETARY

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

PART 3- SHARES AND DISTRIBUTIONS

SHARES

28 FURTHER ISSUES OF SHARES- AUTHORITY

- 28 1 The following paragraphs of this Article 28 shall not apply to a private company with only one class of shares
- 28 2 Subject to Article 28 1 and save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company
- 28 3 Subject to the remaining provisions of this Article 28 and to Article 29 (Further issues of shares pre-emption rights) and to any directions which may be given by the Company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of CA 2006 to exercise any power of the Company to
- 28 3 1 offer or allot,
- 28 3 2 grant rights to subscribe for or to convert any security into,

28 3 3 otherwise create, deal in, or dispose of,

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

28 4 The authority referred to in Article 28 3

28 4 1 shall be limited to a maximum nominal amount of £1,000,

28 4 2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution and

28 4 3 may only be exercised for a period of five years commencing on the date on which the Company is incorporated or these Articles are adopted whichever is the later, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

29 FURTHER ISSUES OF SHARES. PRE-EMPTION RIGHTS

29 1 In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the Company within one month from the date of incorporation

29 2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, after the expiry of one month from the date of incorporation, those equity securities shall not be allotted to any person unless the Company has first offered them to all members on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those members (as nearly as possible without involving fractions)

29 3 The offer

29 3 1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities and

29 3 2 may stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (Excess Securities) for which he wishes to subscribe

29 4 Any equity securities not accepted by members pursuant to the offer made to them in accordance with Articles 29 2 and 29 3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 29 3 2 If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him) After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members

30 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 30 1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 30 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

31 VARIATION OF CLASS RIGHTS

- 31 1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 31 2

- 31 2 The consent of the holders of a class of shares may be given by

31 2 1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class, or

31 2 2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise To every such meeting, all the provisions of these Articles and CA 2006 relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll if at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum

32 COMPANY'S LIEN OVER SHARES

- 32 1 The Company has a lien ("**Company's lien**") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it

- 32 2 The Company's lien over a share

32 2 1 takes priority over any third party's interest in that share, and

32 2 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

- 32 3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

33 ENFORCEMENT OF THE COMPANY'S LIEN

- 33 1 Subject to the provisions of this Article 33, if
- 33 1 1 a lien enforcement notice has been given in respect of a share, and
 - 33 1 2 the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in accordance with Article 41 5
- 33 2 A lien enforcement notice
- 33 2 1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
 - 33 2 2 must specify the share concerned,
 - 33 2 3 must be in writing and require payment of the sum payable within fourteen days of the notice,
 - 33 2 4 must be addressed either to the holder of the share or to a transmittee of that holder, and
 - 33 2 5 must state the Company's intention to sell the share if the notice is not complied with
- 33 3 Where shares are sold under this Article 33
- 33 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - 33 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- 33 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
- 33 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - 33 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice
- 33 5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the Company's lien on a specified date
- 33 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

33 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

34 CALL NOTICES

34 1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (call notice) to a member requiring the member to pay the Company a specified sum of money (call) which is payable by that member to the Company at the date when the directors decide to send the call notice

34 2 A call notice

34 2 1 must be in writing,

34 2 2 may not require a member to pay a call which exceeds the total amount of his indebtedness or liability to the Company,

34 2 3 must state when and how any call to which it relates it is to be paid, and

34 2 4 may permit or require the call to be paid by instalments

34 3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before fourteen days have passed since the notice was sent

34 4 Before the Company has received any call due under a call notice the directors may

34 4 1 revoke it wholly or in part, or

34 4 2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made

35 LIABILITY TO PAY CALLS

35 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which is required to be paid

35 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

35 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

35 4 to pay calls which are not the same, or

35 5 to pay calls at different times

36 WHEN CALL NOTICE NEED NOT BE ISSUED

36 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share

36 1 1 on allotment,

36 1 2 on the occurrence of a particular event, or

36 1 3 on a date fixed by or in accordance with the terms of issue

- 36 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

37 FAILURE TO COMPLY WITH CALL NOTICE· AUTOMATIC CONSEQUENCES

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

38 NOTICE OF INTENDED FORFEITURE

- 38 1 A notice of intended forfeiture
- 38 1 1 must be in writing,
- 38 1 2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- 38 1 3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 83 6) or to a transmittee of that holder in accordance with Article 83 7,
- 38 1 4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice,
- 38 1 5 must state how the payment is to be made, and

38 1 6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

39 DIRECTORS' POWER TO FORFEIT SHARES

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

40 EFFECT OF FORFEITURE

40 1 Subject to the Articles, the forfeiture of a share extinguishes

40 1 1 all interests in that share, and all claims and demands against the Company in respect of it, and

40 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company

40 2 Any share which is forfeited in accordance with the Articles

40 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,

40 2 2 is deemed to be the property of the Company, and

40 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 41 5

40 3 If a person's shares have been forfeited

40 3 1 the Company must send that person written notice that forfeiture has occurred and record it in the register of members,

40 3 2 that person ceases to be a member in respect of those shares,

40 3 3 that person must surrender the certificate for the shares forfeited to the Company for cancellation,

40 3 4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

40 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

40 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

41 PROCEDURE FOLLOWING FORFEITURE

41 1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

41 2 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary (as the case may be) and that a share has been forfeited on a specified date

41 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

41 2 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

41 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

41 4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

41 4 1 was, or would have become, payable and

41 4 2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

41 5 All shares to be sold in the enforcement of the company's lien or rights of forfeiture shall be offered in accordance with Article 48 (*Voluntary Transfers*) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller the holder of those shares save that the Sale Price shall be the Market Value of those shares and the Transfer Notice shall be deemed not to contain a Total Transfer Condition

42 SURRENDER OF SHARES

42 1 A member may surrender any share

42 1 1 in respect of which the directors may issue a notice of intended forfeiture,

42 1 2 which the directors may forfeit, or

42 1 3 which has been forfeited

42 2 The directors may accept the surrender of any such share

42 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

42 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

43 PAYMENT OF COMMISSION ON SUBSCRIPTION FOR SHARES

43 1 The Company may pay any person a commission in consideration for that person

43 1 1 subscribing, or agreeing to subscribe, for shares, or

43 1 2 procuring, or agreeing to procure, subscriptions for shares

- 43 2 Any such commission may be paid
 - 43 2 1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other, and
 - 43 2 2 in respect of a conditional or an absolute subscription

44 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 44 1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

45 SHARE CERTIFICATES

- 45 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds
- 45 2 Every certificate must specify
 - 45 2 1 in respect of how many shares, of what class, it is issued,
 - 45 2 2 the nominal value of those shares,
 - 45 2 3 the extent to which shares are paid up, and
 - 45 2 4 any distinguishing numbers assigned to them
- 45 3 No certificate may be issued in respect of shares of more than one class
- 45 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 45 5 Certificates must
 - 45 5 1 have affixed to them the Company's common seal, or
 - 45 5 2 be otherwise executed in accordance with the Companies Acts

46 REPLACEMENT SHARE CERTIFICATES

- 46 1 If a certificate issued in respect of a member's shares is
 - 46 1 1 damaged or defaced, or
 - 46 1 2 said to be lost, stolen or destroyed,that member is entitled to be issued with a replacement certificate in respect of the same shares
- 46 2 A member exercising the right to be issued with such a replacement certificate
 - 46 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 46 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

46 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

TRANSFERS OF SHARES

47 TRANSFER OF SHARES- GENERAL

47 1 In these Articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition

47 1 1 of any share or shares of the Company, or

47 1 2 of any interest of any kind in any share or shares of the Company, or

47 1 3 of any right to receive or subscribe for any share or shares of the Company

47 2 The directors shall not register the transfer of any share or any interest in any share unless the transfer is made in accordance with Article 48 (*Voluntary Transfers*) or Article 49 (*Drag-Along*) or Article 50 (*Tag-Along*) or Article 51 (*Founder Leavers*) or Article 502 (*Leavers*) and, in any such case, is not prohibited under Article 513 (*Prohibited Transfers*)

47 3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal

47 4 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

47 5 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee

47 6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

47 7 The Company may retain any instrument of transfer which is registered

47 8 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

48 VOLUNTARY TRANSFERS

48 1 This Article shall not apply in relation to any proposed transfer made in accordance with Article 49 (*Drag-Along*) or Article 50 (*Tag-Along*) Subject thereto, any member who wishes to transfer any share (Seller) shall before transferring or agreeing to transfer such share or any interest in it, serve notice in writing (Transfer Notice) on the Company of his wish to make that transfer

48 2 In the Transfer Notice the Seller shall specify

48 2 1 the number and class of shares (Sale Shares and each one a Sale Share) which he wishes to transfer,

48 2 2 the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares (Proposed Transferee),

- 48 2 3 the price per share at which the Seller wishes to transfer the Sale Shares (Proposed Sale Price),
- 48 2 4 any other terms relating to the transfer of the Sale Shares, and
- 48 2 5 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 48 (Total Transfer Condition)
- 48 3 Each Transfer Notice shall
 - 48 3 1 relate to one class of shares only,
 - 48 3 2 constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 48, and
 - 48 3 3 save as provided in Article 48 8, be irrevocable
- 48 4 The Sale Shares shall be offered for purchase in accordance with this Article 48 at a price per Sale Share (Sale Price) agreed between the Seller and the directors or, in default of such agreement by the end of the 15th working day after the date of service of the Transfer Notice
 - 48 4 1 if the directors so elect within that fifteen working day period after the date of service of the Transfer Notice, the Sale Price shall be the price per Sale Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (Market Value) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report), and
 - 48 4 2 otherwise the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th working day
- 48 5 If instructed to report on their opinion of Market Value under Article 48 4 the Valuers shall
 - 48 5 1 act as expert and not as arbitrator and their written determination shall be final and binding on the members, and
 - 48 5 2 proceed on the basis that
 - 48 5 2 1 the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of shares of which the Sale Shares form part, divided by the number of issued shares then comprised in that class,
 - 48 5 2 2 there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares, and
 - 48 5 2 3 any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion

- 48 6 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the directors and to the Seller within twenty-eight days of being requested to do so
- 48 7 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation having regard to the conduct of the parties and the merit of their arguments in respect of the matters in dispute or otherwise (in the absence of any such specification by the Valuers) as to one half by the Seller and as to the other half by the Company unless the Seller revokes the Transfer Notice pursuant to Article 48 8, in which case the Seller shall pay all the Valuers' fees
- 48 8 If the Market Value is reported on by the Valuers under Article 48 4 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not stated to be, or is not deemed by these Articles to be, irrevocable by written notice given to the directors within the period of five working days after the date the directors serve on the Seller the Valuers' written opinion of the Market Value
- 48 9 The directors shall at least ten working days after and no more than twenty working days after the Sale Price has been agreed or determined
- 48 9 1 at their option, elect that the company itself shall purchase some or all of the Sale Shares, and
- 48 9 2 unless the directors have elected that the company itself shall purchase all of the Sale Shares, give an Offer Notice to all members to whom the Sale Shares are to be offered in accordance with these Articles, in respect of all the Sale Shares that the company has not itself elected to purchase
- 48 10 An Offer Notice shall
- 48 10 1 specify the Sale Price,
- 48 10 2 contain the other details included in the Transfer Notice, and
- 48 10 3 invite each of the members (other than the Seller) to respond in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application, and shall expire twenty working days after its service
- 48 11 After the expiry date of the Offer Notice, the directors shall allocate the Sale Shares to itself, in accordance with any election made pursuant to Article 48 9 1, and otherwise in accordance with the applications received save that
- 48 11 1 if there are applications from members for more than the number of Sale Shares available for allocation to members, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any member more Sale Shares than the maximum number applied for by him) to the number of shares then held by them respectively, however, in his application for Sale Shares a member may, if he so desires, indicate that he would be willing to purchase a particular proportionate entitlement (Excess Shares), in which case, applications for Excess Shares shall be allocated in accordance with such application, or in the event of competition among those members applying for Excess Shares in such proportions as equal (as nearly as may be) the proportions of all the shares held by such members,
- 48 11 2 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst them in such manner as the Board shall think fit, and

48 11 3 if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are to be purchased by the company itself or allocated

48 12 The directors shall, within forty-five working days after the Sale Price has been agreed or determined, give notice in writing (Allocation Notice) to the Seller and to each person to whom Sale Shares have been allocated (each a Buyer, which term shall include the company itself, in the event that an election has been made pursuant to Article 48 9 1 specifying the name and address of each Buyer, the number and class of Sale Shares agreed to be purchased by each Buyer and the aggregate price payable for the Sale Shares

48 13 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate(s) to that Buyer

48 14 The Seller may, during the period of thirty working days immediately following the expiry date of the Offer Notice, sell all or any of these Sale Shares, for which an Allocation Notice has not been given, by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or if none was so named, to any transferee, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that

48 14 1 the Seller may not transfer such share and the directors shall not register any transfer to a transferee who is not at that date a member unless such transferee is first approved in writing by the directors, and

48 14 2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of the directors, to sell only some of the Sale Shares under this Article 48 14

48 15 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 48, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Seller's behalf The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of members in purported exercise of the power conferred by this Article 48 15 the validity of the proceedings shall not be questioned by any person

49 DRAG-ALONG

49 1 This Article applies in the event that

49 1 1 an offer is made by a bona fide arm's-length purchaser ("**Offeror**") for the acquisition of the entire share capital of the Company ("**Offer**"), and

49 1 2 the holders of 70% or more of the issued share capital of the Company resolve or agree in writing to accept the Offer ("**Selling Shareholders**"), and

49 1 3 the Directors resolve that the Offer should be accepted

- 49 2 If (and only if) all the preceding conditions in Article 49 1 are satisfied, then
- 49 2 1 the Directors are authorised by each Shareholder to appoint some person on his/her behalf
- 49 2 1 1 to enter a contract in terms to be approved (such approval not to be unreasonably withheld) by the Directors for the sale of the entire share capital of the Company, on terms which do not differentiate between different classes of share, and
- 49 2 1 2 in due course upon payment of the price agreed therein to sign an instrument of transfer on behalf of each Shareholder in favour of the purchaser,
- 49 2 2 the Company may receive the purchase money in respect thereof and may give the purchaser a valid receipt and discharge therefor, and the purchaser shall not be bound to see to its application, and if the Company does so it shall hold the purchase money in trust for the Shareholder
- 49 2 3 after the purchaser's name has been entered in the register the validity of the proceedings shall not be questioned by any person
- 49 2 4 failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 49

50 TAG-ALONG

- 50 1 In the event of a proposed transfer of Shares by one or more Shareholders ("**Selling Shareholders**") to any person other than an existing Shareholder (the "**Buyer**") in circumstances where the number of shares proposed to be transferred to the Buyer when aggregated with the number of shares previously transferred by the Selling Shareholders to the Buyer totals more than 70% of the entire share capital in the Company, the remaining provisions of this Article 50 shall apply
- 50 2 The Selling Shareholders shall give each other Shareholder (an "**Other Shareholder**") at least 10 Business Days' notice in advance of the proposed sale (a "**Tagalong Notice**") The Tagalong Notice shall specify
- 50 2 1 the identity of the Buyer,
- 50 2 2 the price per share that the Buyer proposes to pay (and which price shall not differentiate between different classes of share), and
- 50 2 3 the manner in which the consideration is to be paid
- 50 3 Each Other Shareholder may, within five Business Days following receipt of the Tagalong Notice, notify the Selling Shareholders that it wants to sell all the Shares held by it at the proposed sale price Such notification shall be made by delivering a written counter-notice to the Selling Shareholders
- 50 4 Any Other Shareholder that does not send a counter-notice within that five Business Day period shall be deemed to have specified that it does not want to sell its Shares under this Article 50
- 50 5 After the expiry of 10 Business Days from the date that the Other Shareholders receive the Tagalong Notice, the Selling Shareholders shall be entitled to sell to the Buyer (on the terms notified to the Other Shareholders) a number of Shares not exceeding the number specified in the Tagalong Notice, provided that, at the same time, the Buyer (or another person) buys from each Other Shareholder who has served a written counter-notice under Article 50 3, all the Shares held by such Other

Shareholder, on terms no less favourable than those obtained by the Selling Shareholders from the Buyer

50 6 No transfer to which this Article applies shall be made more than 90 days after service of that Tagalong Notice

51 FOUNDER LEAVERS

51 1 The provisions of this Article 51 shall apply to any Founder Leaver and to any Founder Leaver's shares

51 2 In these Articles

51 2 1 a Founder Leaver shall mean any Founder Shareholder who ceases to provide services to the Company before the second anniversary of the date of adoption of these Articles in circumstances where -

51 2 1 1 he resigns (other than in response to an un-remedied breach by the Company of its duties and obligations), or

51 2 1 2 he has been dismissed in circumstances in which the Company is entitled to dismiss him as a result of fraud, dishonesty or gross misconduct, or

51 2 1 3 he is convicted of an indictable only criminal offence,

51 2 1 4 he is disqualified from being a director

51 3 Within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date, the directors may direct the Company to immediately serve a notice on the Founder Leaver notifying him that he is, with immediate effect, deemed to have served one or more Transfer Notices in respect of such number and class of his shares that represents 40% of his shares

51 4 The provisions of Articles 48 1 to 48 15 (inclusive) shall apply to any such Transfer Notice, provided that for these purposes

51 4 1 the Sale Shares shall comprise the above-mentioned shares,

51 4 2 no Proposed Transferee shall be specified in the Transfer Notice,

51 4 3 the Sale Price shall be determined by Article 48 4,

51 4 4 there shall be no Total Transfer Condition, and

51 4 5 the Founder Leaver may not revoke the Transfer Notice in accordance with Article 48 8

51 5 The Sale Price in the case of a Founder Leaver shall be price per Sale Share agreed between the Founder Leaver and the directors in accordance with Article 48 4 or the Market Value

52 LEAVERS

52 1 The provisions of this Article 52 shall apply to any Leaver and to any Leaver's shares

52 2 In these Articles a Leaver shall mean any employee or director of the Company who is a shareholder (not being an Investor) who ceases to be either such an employee or such a director but for the avoidance of doubt a Founder Shareholder shall not be a Leaver for the purposes of this definition,

52 3 On the relevant Leaving Date the Leaver is, with immediate effect, deemed to have served one or more Transfer Notices in respect of all his shares

52 4 The provisions of Articles 48 1 to 48 15 (inclusive) shall apply to any such Transfer Notice, provided that for these purposes

52 4 1 the Sale Shares shall comprise the above-mentioned shares,

52 4 2 no Proposed Transferee shall be specified in the Transfer Notice,

52 4 3 the Sale Price shall be determined by Article 52 5,

52 4 4 there shall be no Total Transfer Condition, and

52 4 5 the Leaver may not revoke the Transfer Notice in accordance with Article 48 8

52 5 The Sale Price shall be

52 5 1 in the case of a Good Leaver, the price per Sale Share agreed between the Leaver and the directors in accordance with Article 48 4 or the Market Value,

52 5 2 in the case of a Bad Leaver, the Issue Price or, if the Company is directed by the directors, the lower of the Issue Price and the Market Value,

provided that, in the case of any Leaver's shares which were originally acquired by that Leaver by way of transfer rather than allotment, references to the Issue Price in this Article 52 5 shall in relation to these shares be deemed to be references to the lower of the Issue Price and the amount paid by such Leaver on such transfer

52 6 In these Articles

52 6 1 a Shareholder shall be deemed to be a Good Leaver in circumstances where the relevant person

52 6 1 1 dies,

52 6 1 2 suffers a physical or mental deterioration which, in the opinion of the directors, is sufficiently serious to prevent the relevant person from following his normal employment or which seriously prejudices his earning capacity (save where such physical or mental deterioration is exacerbated or caused by stress, the abuse of alcohol or the abuse or other drugs), or

52 6 1 3 retires at normal retirement age, or

52 6 1 4 is dismissed by the Company and the dismissal is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or unfair (except where an unfair

dismissal arises from a procedural breach and/or failure to follow a fair process), or

52 6 1 5 would otherwise be a Bad Leaver and the Directors resolve that such person is to be categorised a Good Leaver

52 6 2 a Shareholder shall be deemed to be a Bad Leaver in circumstances where the relevant person is not deemed to be a Good Leaver

53 PROHIBITED TRANSFERS

53 1 Notwithstanding any other provision of these Articles, no transfer of any share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind

54 TRANSMISSION OF SHARES

54 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

54 2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

54 3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

54 3 1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and

54 3 2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

54 4 But, subject to Article 20 2 (Methods of appointing directors), transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

55 EXERCISE OF TRANSMITTEES' RIGHTS

55 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

55 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

55 3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

56 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name or the name of any person nominated under Article 54 3 (Transmission of shares), has been entered in the register of members

57 PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

57 1 This Article applies where

- 57 1 1 there has been a consolidation or division of shares, and
- 57 1 2 as a result, members are entitled to fractions of shares
- 57 2 The directors may
 - 57 2 1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable,
 - 57 2 2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - 57 2 3 distribute the net proceeds of sale in due proportion among the holders of the shares
- 57 3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- 57 4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DIVIDENDS AND OTHER DISTRIBUTIONS

58 PROCEDURE FOR DECLARING DIVIDENDS

- 58 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 58 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors
- 58 3 No dividend may be declared or paid unless it is in accordance with members' respective rights
- 58 4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it
- 58 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 58 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 58 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

59 CALCULATION OF DIVIDENDS

- 59 1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be
 - 59 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and

59 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

59 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

60 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

60 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means

60 1 1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

60 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,

60 1 3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

60 1 4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

60 2 In these Articles, the "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable

60 2 1 the holder of the share, or

60 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or

60 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

61 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

61 1 If

61 1 1 a share is subject to the Company's lien, and

61 1 2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice

61 2 Money so deducted must be used to pay any of the sums payable in respect of that share

61 3 The Company must notify the distribution recipient in writing of

61 3 1 the fact and amount of any such deduction,

61 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and

61 3 3 how the money deducted has been applied

62 NO INTEREST ON DISTRIBUTIONS

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

62 1 the terms on which the share was issued, or

62 2 the provisions of another agreement between the holder of that share and the Company

63 UNCLAIMED DISTRIBUTIONS

63 1 All dividends or other sums which are

63 1 1 payable in respect of shares, and

63 1 2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed

63 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

63 3 If

63 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

63 3 2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

64 NON-CASH DISTRIBUTIONS

64 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company)

64 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

64 2 1 fixing the value of any assets,

64 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

64 2 3 vesting any assets in trustees

65 WAIVER OF DISTRIBUTIONS

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

65 1 the share has more than one holder, or

65 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

66 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

66 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution

66 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

66 1 2 appropriate any sum which they so decide to capitalise (capitalised sum) to the persons who would have been entitled to it if it were distributed by way of dividend (persons entitled) and in the same proportions

66 2 Capitalised sums must be applied

66 2 1 on behalf of the persons entitled and

66 2 2 in the same proportions as a dividend would have been distributed to them

66 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

66 4 A capitalised sum which was appropriated from profits available for distribution may be applied

66 4 1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or

66 4 2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

66 5 Subject to the Articles the directors may

66 5 1 apply capitalised sums in accordance with Articles 66 3 and 66 4 partly in one way and partly in another,

66 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and

- 66 5 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 66

PART 4- DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

67 CONVENING GENERAL MEETINGS

- 67 1 The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member such member shall be entitled at any time to call a general meeting.

68 NOTICE OF GENERAL MEETINGS

- 68 1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.
- 68 2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 68 3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the Company.
- 68 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

69 RESOLUTIONS REQUIRING SPECIAL NOTICE

- 69 1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 69 2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 69 3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 69 1.

70 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 70 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 70 2 A person is able to exercise the right to vote at a general meeting when
- 70 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 70 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 70 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 70 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 70 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

71 QUORUM FOR GENERAL MEETINGS

- 71 1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single member, the quorum shall be one such qualifying person
- 71 2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

72 CHAIRING GENERAL MEETINGS

- 72 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 72 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- 72 2 1 the directors present, or
- 72 2 2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 72 3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting

73 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 73 1 Directors may attend and speak at general meetings, whether or not they are members

- 73 2 The chairman of the meeting may permit other persons who are not
- 73 2 1 members of the Company, or
- 73 2 2 otherwise entitled to exercise the rights of members in relation to general meetings,
- to attend and speak at a general meeting

74 ADJOURNMENT

- 74 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved
- 74 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- 74 2 1 the meeting consents to an adjournment, or
- 74 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 74 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 74 4 When adjourning a general meeting, the chairman of the meeting must
- 74 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- 74 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 74 5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 74 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 74 5 2 containing the same information which such notice is required to contain
- 74.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

75 VOTING GENERAL

- 75 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions attached to any shares, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which

case he shall have more than one vote) shall have one vote A proxy shall not be entitled to vote on a show of hands

- 75 2 No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid
- 75 3 In the case of joint holders the vote of the senior who tenders a vote 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
- 75 4 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 carried 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

76 ERRORS AND DISPUTES

- 76 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 76 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

77 POLL VOTES

- 77 1 On a poll every member 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 shall have one vote for every share of which he is the holder On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way
- 77 2 A poll on a resolution may be demanded
- 77 2 1 in advance of the general meeting where it is to be put to the vote, or
- 77 2 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 77 3 A poll may be demanded by
- 77 3 1 the chairman of the meeting,
- 77 3 2 the directors,
- 77 3 3 two or more persons having the right to vote on the resolution,
- 77 3 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution, or
- 77 3 5 a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right
- 77 4 A demand for a poll may be withdrawn if

77 4 1 the poll has not yet been taken, and

77 4 2 the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

77 5 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 thirty 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

77 6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be 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

77 7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

78 CONTENT OF PROXY NOTICES

78 1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member

78 2 Proxies may only validly be appointed by a notice in writing (proxy notice) which

78 2 1 states the name and address of the member appointing the proxy,

78 2 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

78 2 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and

78 2 4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company

78 2 4 1 subject to Articles 78 2 4 2 and 78 2 4 3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

78 2 4 2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll, or

78 2 4 3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the

poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid

78 3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

78 4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting

78 5 Unless a proxy notice indicates otherwise, it must be treated as

78 5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

78 5 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

79 DELIVERY OF PROXY NOTICES

79 1 Any notice of a general meeting must specify the address or addresses (proxy notification address) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form

79 2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person to a proxy notification address

79 3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

79 4 A notice revoking a proxy appointment only takes effect if it is received by the Company

79 4 1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

79 4 2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, or

79 4 3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be invalid

79 5 In calculating the periods referred to in Article 78 (*Content of proxy notices*) and this Article 79, no account shall be taken of any part of a day that is not a working day

79 6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

80 REPRESENTATION OF CORPORATIONS AT MEETINGS

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (corporate representative). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

81 AMENDMENTS TO RESOLUTIONS

81 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

81 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

81 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

81 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

81 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

81 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

81 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

WRITTEN RESOLUTIONS

82 A RESOLUTION OF THE MEMBERS

A resolution of the members (or a class of members) may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006

PART 5 - MISCELLANEOUS PROVISIONS

COMMUNICATIONS

83 MEANS OF COMMUNICATION TO BE USED

83 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company

83 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

83 2 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,

83 2 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

83 2 3 if properly addressed and sent or supplied by electronic means 48 hours after the document or information was sent or supplied, and

83 2 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article 83 2, no account shall be taken of any part of a day that is not a working day

83 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006

83 4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

83 5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

83 6 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding Notice so given shall be sufficient notice to all of the joint holders Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register

83 7 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred

ADMINISTRATIVE ARRANGEMENTS

84 COMPANY SEALS

84 1 Any common seal may only be used by the authority of the directors

84 2 The directors may decide by what means and in what form any common seal is to be used

84 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or by at least one authorised person in the presence of a witness who attests the signature

84 4 For the purposes of this Article, an authorised person is

84 4 1 any director of the Company,

84 4 2 the Company secretary (if any), or

84 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

85 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

85 1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

86 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

86 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

87 INDEMNITY

87 1 Subject to Article 87 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

87 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

87 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

87 1 1 2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

87 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 87 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

87 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

87 3 In this Article 87

87 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

87 3 2 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

88 INSURANCE

88 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

88 2 In this Article 88

88 2 1 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006,

88 2 2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

88 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate