**Company No. 09221879**

# ARTICLES OF ASSOCIATION

# OF

# THELONDONECONOMICNEWSPAPER LIMITED

**Adopted by special resolution passed on 7 April 2020**

**INDEX**

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# THELONDONECONOMICNEWSPAPER LIMITED
**("Company")**

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## PART 1: PRELIMINARY AND LIMITATION OF LIABILITY

### 1. Regulations and articles not to apply

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.

### 2. Defined terms and interpretation

2.1 In these articles, unless the context requires otherwise:

**"A Shareholder"** means a holder of A Shares;

**"A Shares"** means the A ordinary shares of £0.01 each in the capital of the Company having the rights and subject to the restrictions set out in these articles and **"A Share"** shall be construed accordingly;

**"Accepting Shareholder"** has the meaning given to it in article 59.5;

**"Act"** means the Companies Act 2006;

**"Allocation Notice"** has the meaning given to it in article 57.1;

**"appointor"** has the meaning given in article 26.1;

**"articles"** means the Company's articles of association;

**"B Shareholder"** means a holder of B Shares;

**"B Shares"** means the B ordinary shares of £0.01 each in the capital of the Company having the rights and subject to the restrictions set out in these articles and **"B Share"** shall be construed accordingly;

**"Bad Leaver"** means a Leaver whose employment contract is fairly terminated by the Company for fraud, dishonesty or gross misconduct or in other circumstances justifying summary dismissal (or immediate termination);

**"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;

**"Business Day"** means a day other than a Saturday, Sunday or a public holiday on which commercial banks are open for general commercial business in London, United Kingdom;

**"call"** has the meaning given in article 38.1;

**"call notice"** has the meaning given in article 38.1;

**"chairman"** has the meaning given in article 14.2;

**"chairman of the meeting"** has the meaning given in article 75.3;

**"Companies Acts"** means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

**"Company's lien"** has the meaning given in article 36.1;

**"Compulsory Seller"** means a shareholder on whom a Compulsory Transfer Notice is served;

**"Compulsory Transfer Notice"** has the meaning given in article 53.1;

**"Cost Price"** has the meaning given in article 55.2;

**"Credited as Paid Up"** means amounts paid up or credited as paid up on a share including both the nominal value and any share premium;

**"Defaulting Shareholder"** has the meaning given in article 60;

**"director"** means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called;

**"distribution recipient"** has the meaning given in article 63.2;

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

**"Drag Along Notice", "Drag Buyer", "Dragged Shareholders", "Dragged Shares" "Drag Completion Day"** and **"Dragging Shareholders"** have the meanings given to them in article 58;

**"electronic form"** and **"electronic means"** have the meanings given to them in section 1168 of the Act;

**"eligible director"** means:

(a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and

(b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

**"Employee"** means an individual who is an employee and/or consultant and/or director of any Group Member and **"employment contract"** shall be construed accordingly;

**"Family Member"** means the relevant Employee's spouse or civil partner (as defined in the Civil Partnership Act 2004) for the time being and the Employee's children and grandchildren (including any adopted and/or step children and grandchildren);

**"Family Trust"** means a trust or settlement (but excluding any under a testamentary disposition or arising on an intestacy) set up wholly for the benefit of an Employee and/or his Family Members (save that a charitable default beneficiary shall not prevent a trust from being a Family Trust for so long as no trust property is vested in or applied for the benefit of that charitable beneficiary), the terms and trustees of which (and any subsequent changes to such terms or trustees) have been approved by the Majority Shareholder;

**"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;

**"Good Leaver"** means a Leaver who is not a Bad Leaver;

**"hard copy form"** has the meaning given in section 1168 of the Act;

**"holder"** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**"instrument"** means a document in hard copy form;

**"lien enforcement notice"** has the meaning given in article 37.2;

**"Leaver"** means an Employee who ceases to be and is no longer continuing as an Employee for any reason whatsoever (including death or bankruptcy);

**"Leaver Cessation Date"** means, in relation to a Leaver, the earlier of:

(a) the date on which he becomes a Leaver; and

(b) the date on which he gives or is given notice of termination of his employment contract or the date of occurrence of a repudiatory breach by him of such contract;

**"Leaver's Shareholders"** in relation to a Leaver means (a) that Leaver if he is a shareholder and his transmittees and (b) any shareholder who has obtained shares (directly or indirectly) from such a Leaver as a result of permitted transfer(s) under article 52.2 and (where such a shareholder is an individual) his transmittees;

**"Leaver Valuation Date"** means, in relation to a Leaver:

(a) the date on which he becomes a Leaver; or

(b) if determined by written notice from the Majority Shareholder in its absolute discretion, the date on which he gives or is given notice of termination of his employment contract or the date of occurrence of a repudiatory breach by him of such contract;

**"Majority Shareholder"** means the holder for the time being of more than 50 per cent in nominal value of the shares;

**"Market Value"** has the meaning given to it in article 55.3;

**"New Shareholder"** has the meaning given in article 58.9;

**"Nominated Transferees"** has the meaning given to it in article 53.1;

**"non-disclosable interest"** has the meaning given in article 20.1;

**"ordinary resolution"** has the meaning given in section 282 of the Act;

**"paid"** means paid or credited as paid;

**"participate"**, in relation to a directors' meeting, has the meaning given 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;

**"Proposed Sale"** and **"Proposed Sellers"** have the meanings given to them in article 59.2;

**"proxy notice"** has the meaning given in article 81.1;

**"Sale Price"** means the price to be paid for the Sale Shares in accordance with articles 55 to 56;

**"Sale Shares"** means shares which are the subject of a Compulsory Transfer Notice;

**"shareholder"** means a person who is the holder of a share;

**"shares"** means the A Shares and the B Shares;

**"special resolution"** has the meaning given in section 283 of the Act;

**"subsidiary"** has the meaning given in section 1159 of the Act;

**"Suspended Rights"** in relation to a share means rights:

(a) to receive notice of and to attend and speak at any general meeting of the Company or any separate meeting of the holders of any class of shares or to receive a copy of any proposed written resolution of the shareholders or of a class of the shareholders; and

(b) to vote (either in person or by proxy and whether on a show of hands or on a poll at any general meeting of the Company or at any separate meeting of the holders of any class of shares or on a written resolution of the shareholders or of a class of the shareholders);

**"Tag Buyer"**, **"Tag Offer"**, **"Other Shareholders"** and **"Tagged Shares"** have the meanings given to them in article 59.2;

**"transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

**"Valuer"** means the Auditors or, if no Auditors are for the time being appointed or if they decline or are unable to act in relation to any determination, an independent firm of chartered accountants:

(a) agreed by the Compulsory Seller(s) and the Majority Shareholder in writing (such agreement not to be unreasonably withheld or delayed); or

(b) in the absence of agreement:

(i) where Auditors are for the time being appointed, within five Business Days of the Auditors having declined, or indicated they are unable, to act; or

(ii) where no Auditors are for the time being appointed, within 20 Business Days of the date of service of the Compulsory Transfer Notice (or such longer period as may be determined by the Majority Shareholder),

nominated in writing by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of the Company; and

**"writing"** and **"written"** 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.

2.2 Unless the context requires otherwise, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the Company.

2.3 If, and for so long as, the Company has only one director, all references in these articles to **"directors"** (other than in those provisions which govern the decision-making by directors (articles 8 to 18) and directors' interests (articles 19 to 21)) shall be construed as a reference to that sole director.

2.4 References in these articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with article 90.

2.5 References to numbered "articles" are references to numbered provisions in these articles.

2.6 Headings in these articles are used for convenience only and shall not affect the meaning of these articles.

**3. Liability of members**

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

## PART 2: OFFICERS

## DIRECTORS' POWERS AND RESPONSIBILITIES

**4. Directors' general authority**

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

**5. Shareholders' reserve power**

5.1 The shareholders 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 and which are not specifically reserved to the directors only:

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions,

as they think fit.

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 decision-making by directors (articles 8 to 18).

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.

## 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:

(a) a majority decision at a meeting;

(b) a majority decision by a directors' written resolution adopted in accordance with article 9; or

(c) a unanimous decision taken in accordance with article 10.

8.2 If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making (articles 8 to 18).

### 9. Directors' written resolutions

9.1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.

9.2 Subject to article 9.3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

9.3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.

9.4 A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting. 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.

9.5 An alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

(a) have not signed or are not to sign the directors' written resolution; and

(b) are eligible directors in relation to the directors' written resolution,

provided that (a) the alternate director is himself an eligible director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.

## 10. Unanimous decisions

10.1 A unanimous decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter. Once a unanimous decision of the directors has been taken, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

10.2 A decision may not be taken on a matter in accordance with this article if the eligible 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 An alternate director may participate in a unanimous decision of the directors (in addition to participating in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

(a) are not participating in the unanimous decision; and

(b) are eligible directors in relation to the decision,

provided that (a) the alternate director is himself an eligible director in relation to the decision and (b) those persons actually participating in the unanimous decision of the directors would have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

## 11. Calling a directors' meeting

11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

11.2 Notice of any directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.3 Subject to article 11.4, notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.

11.4 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall 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:

(a) the meeting has been called and takes place in accordance with the articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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. Quorum for directors' meetings**

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

13.2 The quorum for directors' meetings is two directors.

13.3 Subject to the articles, a person who is an alternate director, but is not a director in his own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):

(a) is not participating in the decision at the directors' meeting; and

(b) would have been an eligible director in relation to the decision if he had been participating in it.

13.4 No alternate director may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting.

**14. Chairing of directors' meetings**

14.1 The directors may appoint a director to chair their meetings.

14.2 The person so appointed for the time being is known as the chairman.

14.3 The directors may terminate the chairman's appointment at any time.

14.4 If the directors have not appointed a chairman, or if the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

**15. Voting at directors' meetings**

15.1 A decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting.

15.2 Subject to the articles, each director participating in a decision at a directors' meeting has one vote.

15.3 Subject to the articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a director in his own right, if relevant) on any decision at a directors' meeting for each of his appointors who:

(a) are not participating in the decision at the directors' meeting; and

(b) would have been eligible directors in relation to the decision if they had been participating in it.

15.4 If the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting has a casting vote. But this does not apply if, in accordance with the articles, the chairman or other director chairing the meeting is not an eligible director in relation to the decision.

## 16. Participating and voting when director interested

16.1 A director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:

(a) any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and

(b) the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.

16.2 Without prejudice to the obligations of any director:

(a) to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and

(b) to disclose any interest in accordance with article 20.1,

and subject always to article 16.1 and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.

16.3 Subject to article 16.4, if a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the chairman, or other director chairing the meeting, whose ruling in relation to any director (other than himself) is to be final and conclusive.

16.4 If any question arises at a directors' meeting as to the right of the chairman, or other director chairing the meeting, to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman, or other director chairing the meeting, is not to be counted as participating for quorum or voting purposes.

**17. 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.

**18. Records of directors' decisions to be kept**

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

## DIRECTORS' INTERESTS

**19. Transactions or arrangements with the Company**

Subject to compliance with the Companies Acts (including sections 177 *(Duty to declare interest in proposed transaction or arrangement)* and 182 *(Declaration of interest in existing transaction or arrangement)* of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

**20. Directors' conflicts of interest**

20.1 Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act:

(a) to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;

(b) to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);

(c) to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme);

(d) to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and

(e) to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.

A **"non-disclosable interest"** is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.

20.2 The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:

(a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;

(b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and

(c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.

20.3 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to article 20.1 or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.

**21. Accounting for profit when interested**

21.1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts:

(a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;

(b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and

(c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

21.2 Subject always to the obligation of the director to disclose his interest in accordance with article 20.1 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:

(a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to article 20.1 or by the directors for the purposes of section 175 of the Act;

(b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and

(c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

## DIRECTORS' TERMS OF OFFICE

### 22. Methods of appointing directors

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

(a) by ordinary resolution;

(b) by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of a majority in nominal value of the shares (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice; or

(c) by a decision of the directors.

22.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to the Company, to appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

22.3 For the purposes of article 22.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

### 23. Termination of director's appointment

A person ceases to be a director as soon as:

23.1 that person is removed as a director:

(a) by ordinary resolution; or

(b) by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of a majority in nominal value of the shares (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such removal to take effect when the notice is received by the Company or on such later date (if any) specified in the notice;

provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company;

23.2 that person ceases to be a director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a director by law;

23.3 a bankruptcy order is made against that person;

23.4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;

23.5 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; or

23.6 notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms.

**24. Directors' remuneration**

24.1 Directors may undertake any services for the Company that the directors decide.

24.2 Directors are entitled to such remuneration as the directors determine:

(a) for their services to the Company as directors; and

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

24.3 Subject to the articles, a director's remuneration may:

(a) take any form; and

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

24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

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

**25. Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

25.1 meetings of directors or committees of directors;

25.2 general meetings; or

25.3 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

### 26. Appointment and removal of alternate directors

26.1 Any director (other than an alternate director) ("**appointor**") may appoint as an alternate any person willing to act to:

(a) exercise that director's powers; and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.

26.2 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. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

26.3 The notice must:

(a) identify the proposed or existing alternate; and

(b) in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

26.4 A person may act as an alternate for more than one director.

### 27. Rights and responsibilities of alternate directors

27.1 Except as the articles specify otherwise, alternate directors:

(a) are deemed for all purposes to be directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their appointors; and

(d) are not deemed to be agents of or for their appointors.

27.2 Subject to the articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive (disregarding, for these purposes, any absence of such appointor from the United Kingdom), unless the alternate director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

## 28. Termination of alternate directorship

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

28.1 when that appointor removes his alternate director in accordance with article 26;

28.2 on the occurrence in relation to the alternate director 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;

28.3 on the death of that appointor;

28.4 when that appointor's appointment as a director terminates; or

28.5 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.

# COMPANY SECRETARY

## 29. Secretary's terms of office

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

# PART 3: SHARES AND DISTRIBUTIONS

# SHARES

## 30. Class rights

30.1 Except as provided otherwise in these articles, the A Shares and the B Shares shall rank pari passu but they shall constitute separate classes of shares.

30.2 Any alteration to these articles shall be deemed to constitute an alteration to the rights attached to each separate class of shares.

## 31. Issue of shares

31.1 Save to the extent authorised from time to time by ordinary resolution, the directors must not exercise any power of the Company to allot shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company.

31.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

## 32. Powers to issue different classes of share

32.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

32.2 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. The terms, conditions and manner of redemption of any such shares may be determined by the directors or otherwise shall be set out in the articles.

## 33. Company not bound by less than absolute interests

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

## 34. Share certificates

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

34.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) the amount paid up on them (including both the nominal value and any share premium); and

(d) any distinguishing numbers assigned to them.

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

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

34.5 Certificates must be executed in accordance with the Companies Acts.

## 35. Replacement share certificates

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

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

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

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

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

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

## 36. Company's lien

36.1 The Company has a lien (**"Company's lien"**) over every share which is not fully paid for any part of:

(a) that share's nominal value; and

(b) any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

36.2 The Company's lien over a share:

(a) takes priority over any third party's interest in that share; and

(b) extends to any dividends or other sums 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.

36.3 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.

## 37. Enforcement of the Company's lien

37.1 Subject to the provisions of this article, if:

(a) a lien enforcement notice has been given in respect of a share; and

(b) the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide.

37.2 A lien enforcement notice:

(a) 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;

(b) must specify the share concerned;

(c) must be in writing and require payment of the sum payable within 14 clear days of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);

(d) must be addressed either to the holder of the share or to a transmittee entitled to it; and

(e) must state the Company's intention to sell the share if the notice is not complied with.

37.3 Where shares are sold under this article:

(a) 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

(b) 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.

37.4 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:

(a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

(b) secondly, to the person entitled to the shares immediately before 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 provided that the Company's lien shall also apply to such proceeds for any money payable in respect of the shares after the date of the lien enforcement notice.

37.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a share has been sold to satisfy the Company's lien on a specified date:

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

(b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

**38. Call notices**

38.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **"call notice"**) to a shareholder requiring the shareholder to pay the Company a specified sum of money (a **"call"**) which is payable in respect of shares which that shareholder holds (whether solely or jointly with others) at the date when the directors decide to send the call notice.

38.2 A call notice:

(a) may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);

(b) must be in writing and state when and how any call to which it relates it is to be paid; and

(c) may permit or require the call to be paid by instalments.

38.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent (that is, excluding the day on which the call notice is given and the day on which that 14 day period expires).

38.4 Before the Company has received any call due under a call notice, the directors may:

(a) revoke it wholly or in part; or

(b) specify a later time for payment than is specified in the notice,

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

**39. Liability to pay calls**

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

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

39.3 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:

(a) to pay calls which are not the same; or

(b) to pay calls at different times.

**40. When call notice need not be issued**

40.1 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 (whether in respect of nominal value or premium):

(a) on allotment;

(b) on the occurrence of a particular event; or

(c) on a date fixed by or in accordance with the terms of issue.

40.2 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.

**41. Failure to comply with call notice: automatic consequences**

41.1 If a person is liable to pay a call and fails to do so by the call payment date:

(a) the directors may issue a notice of intended forfeiture to that person; and

(b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

41.2 For the purposes of this article:

(a) **"call payment date"** means the time when the call notice states that a call is to be paid, unless the directors give a notice in writing specifying a later date, in which case the **"call payment date"** is that later date;

(b) **"relevant rate"** means:

(i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;

(ii) 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

(iii) if no rate is fixed in either of these ways, five per cent per annum.

41.3 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.

41.4 The directors may waive any obligation to pay interest on a call wholly or in part.

**42. Notice of intended forfeiture**

A notice of intended forfeiture:

42.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

42.2 must be in writing and sent to the holder of that share or to a transmittee entitled to it;

42.3 must require payment of the call and any accrued interest by a date which is not less than 14 clear days after the date of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);

42.4 must state how the payment is to be made; and

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

**43. 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 such notice was given is forfeited, and the forfeiture is to include all dividends or other sums payable in respect of the forfeited shares and not paid before the forfeiture.

**44. Effect of forfeiture**

44.1 Subject to the articles, the forfeiture of a share extinguishes:

(a) all interests in that share, and all claims and demands against the Company in respect of it; and

(b) all other rights and liabilities incidental to the share as between the person whose share it was before the forfeiture and the Company.

44.2 Any share which is forfeited in accordance with the articles:

(a) is deemed to have been forfeited when the directors decide that it is forfeited;

(b) is deemed to be the property of the Company; and

(c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

44.3 If a person's shares have been forfeited:

(a) the Company must send that person notice in writing that forfeiture has occurred and record it in the register of members;

(b) that person ceases to be a shareholder in respect of those shares;

(c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;

(d) 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

(e) 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.

44.4 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.

**45. Procedure following forfeiture**

45.1 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.

45.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a share has been forfeited on a specified date:

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

(b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

45.3 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.

45.4 If the Company sells a forfeited share, the person who held it before its forfeiture is entitled to receive from the Company the net proceeds of such sale, after payment of the costs of sale and any other costs relating to the forfeiture of the share, and excluding any amount which:

(a) was, or would have become, payable; and

(b) 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.

**46. Surrender of shares**

46.1 A shareholder may surrender any share:

(a) in respect of which the directors may issue a notice of intended forfeiture;

(b) which the directors may forfeit; or

(c) which has been forfeited.

46.2 The directors may accept the surrender of any such share.

46.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

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

**47. Share transfers**

47.1 Shares may only be transferred:

(a) in accordance with articles 51 (Permitted Transfers – Majority Shareholder) or 52 (Permitted Transfers – other shareholders);

(b) pursuant to a Compulsory Transfer Notice;

(c) pursuant to, and in accordance with, article 58 (Drag Along) (including the transfer of the Dragged Shares pursuant to a Drag Along Notice; or

(d) pursuant to, and in accordance with, article 59 (Tag Along) (including the transfer of the Tagged Shares pursuant to a Tag Offer.

47.2 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 are not fully paid) by and on behalf of the transferee.

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

47.4 The Company may retain any instrument of transfer which is registered.

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

47.6 The directors may not refuse to register the transfer of any share unless the instrument of transfer is not duly stamped (or it is not duly certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty) or they suspect that the proposed transfer may be fraudulent.

**48. Transmission of shares**

48.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share, but nothing in the articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.

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

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

48.3 But transmittees do not have the right to attend or vote at a general meeting, or to 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.

**49. Exercise of transmittees' rights**

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

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

49.3 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.

**50. Transmittees bound by prior notices**

If a notice, document or other information is served on or sent or supplied to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice, document or other information if it was served on or sent or supplied to the shareholder before the transmittee's name, or the name of any person nominated under article 48.2(a), has been entered in the register of members.

**51. Permitted Transfers – Majority Shareholder**

Any shares held by the Majority Shareholder shall, subject to article 58, be freely transferable.

## 52. Permitted transfers – other shareholders

52.1 No transfer of a share shall be permitted pursuant to this article 52 if:

(a) the share is the subject of a Compulsory Transfer Notice or a Drag Along Notice; or

(b) the proposed transferor is a Leaver's Shareholder.

52.2 Any share may be transferred:

(a) by an Employee to the trustee(s) of his Family Trust;

(b) by such trustee(s) (in that capacity):

(i) on a change of trustee(s), to the trustee(s) for the time being of that Family Trust; or

(ii) to the Employee or to a person who has an immediate beneficial interest under, or to the settlor of, that Family Trust;

(c) by an Employee to a Family Member; and

(d) by such a Family Member to the Employee or another Family Member of the Employee.

52.3 Where shares are held by trustee(s) of an Employee's Family Trust or by an Employee's Family Member and any such person ceases to be:

(a) a trustee of the Employee's Family Trust; or

(b) the Employee's Family Member (whether by death, divorce or otherwise),

such person (or, where relevant, his transmittees) shall promptly notify the Company of such cessation and shall, upon or within 10 Business Days of such cessation, transfer such shares to the relevant Employee (or at the written direction of such Employee, to another transferee permitted under article 52.2) at the price (if any) at which such shares were transferred to such person.

52.4 Any share may be transferred to any other person with the prior written consent of the Majority Shareholder.

## 53. Compulsory transfers

53.1 The Majority Shareholder shall have the right by notice to the relevant shareholder(s) referred to in article 53.2 (**"Compulsory Transfer Notice"**) to require such shareholder to transfer all or some of the shares registered in his name or to which he is or may become entitled (whether as a result of his holding of shares or otherwise) at the Sale Price to such person(s) as the Majority Shareholder determines (**"Nominated Transferees"**), in accordance with articles 53.2 to 57.

53.2 A Compulsory Transfer Notice may be given when an Employee becomes a Leaver, to the Leaver's Shareholders at any time and from time to time after the date on which the Employee becomes a Leaver.

53.3 The Compulsory Transfer Notice may reserve to the Majority Shareholder the right by notice to finalise the identity of the Nominated Transferee(s) and the number of Sale Shares not later than 20 Business Days after the date of the agreement or determination of the Sale Price.

53.4 The relevant shareholder(s) shall promptly notify the Company of any circumstances that arise which entitle the Majority Shareholder to give a Compulsory Transfer Notice, but no such notification shall be required if, or to the extent that, the Company is already aware of such circumstances.

53.5 The Majority Shareholder shall promptly send to the Company a copy of any Compulsory Transfer Notice given to a shareholder for information purposes, but failure to provide such a copy shall not affect the validity of such a Compulsory Transfer Notice.

**54. Compulsory transfers - suspended rights**

Any shares held by any shareholder(s) to whom a Compulsory Transfer Notice may be given and any shares subsequently issued to any of them by virtue of the exercise of any right or option granted or arising by virtue of such shareholder's shares shall (irrespective of whether a Compulsory Transfer Notice has been served) cease to confer any Suspended Rights (and such shares shall not be counted in determining the total number of votes which may be cast at any general meeting of the Company or at any separate meeting of the holders of any class of shares or required for the purposes of a written resolution of the shareholders or of a class of the shareholders) from the time at which the right to give a Compulsory Transfer Notice arises (or the date of issue of such shares, if later) until registration of a transfer of such shares made in accordance with these Articles.

**55. Compulsory transfers - sale price**

55.1 In relation to a Compulsory Transfer Notice, the price for the Sale Shares shall be as follows:

(a) if the Leaver is a Bad Leaver, the lower of:

(i) the Cost Price of the Sale Shares; and

(ii) the Market Value of the Sale Shares on the Leaver Valuation Date; or

(b) if the Leaver is a Good Leaver, the price shall be the Market Value of the Sale Shares on the Leaver Valuation Date.

55.2 The **"Cost Price"** of a Sale Share shall be the amount Credited as Paid Up on such Sale Share.

55.3 The **"Market Value"** of Sale Shares on the relevant date shall be as follows:

(a) the amount agreed between the Compulsory Seller(s) and the Majority Shareholder; or

(b) in the absence of agreement within 15 Business Days of the date of service of the Compulsory Transfer Notice (or within such longer period as may be determined by the directors (with the prior written consent of the Majority Shareholder)), the amount determined by a Valuer that, in his opinion, represents their market value on the relevant date by valuing all the shares (excluding any shares held as treasury shares) as a whole:

(i) taking into account any shares which may be allotted pursuant to options or convertible securities that are outstanding on the relevant date;

(ii) assuming a sale between a willing seller and a willing buyer on arm's length terms;

(iii) assuming, if the Company is then carrying on business as a going concern, that it will continue to do so; and

(iv) otherwise reflecting any other factors which the Valuer reasonably considers should be taken into account,

and then valuing the Sale Shares as a rateable proportion of the value of all the shares (excluding any shares held as treasury shares), disregarding:

(v) the fact that the Sale Shares represent a minority shareholding; and

(vi) any restrictions on transfer attaching to the Sale Shares,

but taking into account the rights and restrictions attaching to the Sale Shares in respect of income and capital.

**56. Compulsory transfers – valuer's determination**

56.1 If any Valuer is required to determine the Market Value of any Sale Shares, the Company and the Compulsory Seller(s) shall promptly request such determination and shall agree and sign an engagement letter with the Valuer in relation to such determination.

56.2 The Company and the Compulsory Seller(s):

(a) shall use their respective reasonable endeavours to agree the terms of the engagement letter with the Valuer:

(i) where the auditors of the Company are to act as the Valuer, within 40 Business Days of the date of service of the Compulsory Transfer Notice; or

(ii) where no auditors are for the time being appointed or they decline or are unable to act as the Valuer, within 20 Business Days of the agreement or nomination of the Valuer in writing; and

(b) shall not unreasonably withhold or delay their agreement to any terms of engagement proposed by the Valuer (which may include a limitation on its liability, a waiver of claims against it and/or "hold-harmless" provisions and other similar indemnities at a level and of a nature consistent with market practice at that time) or the other(s).

56.3 In the absence of agreement of the engagement letter within the relevant period specified in article 56.2(a), the Company may (and shall if directed by the Majority Shareholder) act as agent of the relevant Compulsory Seller(s) with full power and authority to agree the terms of the engagement letter with the Valuer for and on behalf of the Compulsory Seller(s).

56.4 The Company and the Compulsory Seller(s) shall sign the engagement letter as agreed with the Valuer within two Business Days after its agreement (whether pursuant to article 56.2 and/or 56.3).

56.5 If all the Compulsory Sellers have not signed the engagement letter within the relevant period specified in article 56.4, the Company may (and shall if directed by the Majority Shareholder) act as agent of the relevant Compulsory Seller(s) with full power and authority to sign and deliver the agreed engagement letter for and on behalf of the relevant Compulsory Seller(s).

56.6 The authorities given pursuant to articles 56.3 and 56.5 shall be irrevocable and are given by way of security for the performance of the obligations of the Compulsory Seller(s) under articles 56.2(a) and 56.4.

56.7 The Company shall give the Valuer access to all the accounting records and any other documents of the Company it may reasonably require to determine the Market Value of the Sale Shares (subject to the Valuer agreeing such confidentiality provisions as the directors may reasonably require).

56.8 In determining the Market Value of the Sale Shares, the Valuer shall act as an expert (not as an arbitrator) and its written determination shall be conclusive and binding on the Company and the Compulsory Seller(s) concerned (except in the case of fraud or manifest error).

56.9 The costs and expenses of the Valuer shall be borne as to 50 per cent by the Compulsory Seller(s) (pro rata to their holdings of Sale Shares) and 50 per cent by the Company.

56.10 If any Valuer becomes unwilling or incapable of acting, then a replacement Valuer shall be appointed and articles 56.1 to 56.9 shall apply to the replacement Valuer as if it was the first Valuer appointed and as if references to the date of service of the Compulsory Transfer Notice in the definition of Valuer and in such articles were to the date on which the first Valuer becomes unwilling or incapable of acting.

## 57. Transfers pursuant to Compulsory Transfer Notice

57.1 Within 20 Business Days of the later of the agreement or determination of the Sale Price and (if relevant) the finalisation by notice by the Majority Shareholder of the identity of the Nominated Transferee(s) and the number of Sale Shares pursuant to article 53.3, the Company shall give notice (**"Allocation Notice"**) to the Compulsory Seller and to each Nominated Transferee to whom any Sale Shares are to be transferred specifying:

(a) the Sale Price per Sale Share;

(b) the number of Sale Shares to be acquired by each such Nominated Transferee; and

(c) the date (being not later than 20 Business Days after the date of the Allocation Notice) on, and place at, which the sale and purchase of such Sale Shares shall be completed.

57.2 Subject to article 57.3 (if applicable), completion of the transfer of such Sale Shares shall take place in accordance with the Allocation Notice when the Compulsory Seller shall:

(a) transfer the entire legal and beneficial interest in those Sale Shares specified in the Allocation Notice to the relevant Nominated Transferee(s) free from all liens, charges and encumbrances and together with all rights attaching to them and deliver the relevant share certificates (or an indemnity in a form reasonably satisfactory to the directors for any lost certificates) to the relevant Nominated Transferee(s); and

(b) subject to compliance with article 57.2(a), be paid the Sale Price for the Sale Shares sold.

57.3 No Sale Shares may be purchased by the Company in pursuance of these Articles until the terms of the purchase have been authorised by a resolution of the Company in accordance with the Companies Acts.

## 58. Drag-Along Right

58.1 If shareholders holding at least 75% of the shares (together, the **"Dragging Shareholders"**) wish to transfer all their shares to a Third Party Purchaser (**"Drag Buyer"**), the Dragging Shareholders shall have the right by notice (**"Drag Along Notice"**) to require each of the other shareholders (**"Dragged Shareholders"**) to sell and transfer the legal and beneficial title to all shares registered in their name (**"Dragged Shares"**) (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct) in accordance with the provisions of this article 58.

58.2 A Drag Along Notice may be given to the Dragged Shareholders at any time before the completion of the transfer of the Dragging Shareholders' shares to the Drag Buyer (or as the Drag Buyer may direct). It shall specify:

(a) that the Dragged Shareholders are required to transfer all their shares pursuant to this article 58;

(b) the identity of the Drag Buyer (and, if relevant, the transferee(s) to whom the Drag Buyer directs the Dragged Shares are to be transferred);

(c) the amount (if any) and form of consideration for which the Dragged Shares are to be transferred (determined in accordance with articles 58.3 to 58.4);

(d) the proposed, place, date and time of transfer; and

(e) the other terms and conditions of sale to which the Dragged Shareholders are required to adhere (determined in accordance with article 58.5),

(f) and shall be accompanied by all documents required to be executed by the Dragged Shareholders to give effect to the relevant transfer.

58.3 The amount (if any) of consideration for which the Dragged Shareholders shall be obliged to sell each of their Dragged Shares shall be that to which they would be entitled if the aggregate value of the total consideration to be paid by the Drag Buyer for all of the Dragging Shareholders' shares and the Dragged Shares as a whole was allocated to the Dragging Shareholders and the Dragged Shareholders pro rata to their respective shareholdings. If any of the consideration to be paid by the Drag Buyer is to be deferred or is otherwise not payable until after completion of the sale of the Dragging Shareholders' shares and the Dragged Shares to the Drag Buyer (or as the Drag Buyer may direct), any initial consideration to be paid at the time of such completion shall be allocated to the Dragging Shareholders and the Dragged Shareholders pro rata to their respective shareholdings, and if, and to the extent that, any deferred or other consideration is subsequently to be paid by the Drag Buyer it shall be allocated to the Dragging Shareholders and the Dragged Shareholders pro rata to their respective shareholdings after taking into account any prior allocations of consideration that have already taken place.

58.4 The amount of consideration (if any) to be paid by the Drag Buyer for the Dragged Shares (as determined in accordance with article 58.3) shall be paid in cash or in such other form of non-cash consideration with an equivalent cash value as shall be elected by the Drag Buyer (with the prior written consent of the Majority Shareholder), provided that the form of any non-cash consideration and the proportion of cash and/or any non-cash consideration to be paid for the Dragged Shares shall be the same for each Dragging Shareholder.

58.5 Subject to articles 58.3 to 58.4, the Dragged Shares shall be acquired on the same, or no more onerous, terms and conditions (including the same, or no more onerous, representations, warranties, covenants, undertakings, indemnities and requirements relating to contributing to any retention (if any)) for which the Dragging Shareholders are selling their shares, disregarding any terms and conditions which are not directly related to the sale of the Dragging Shareholders' shares.

58.6 Completion of the sale and purchase of the Dragged Shares shall take place on the same date (**"Drag Completion Date"**) and at the same time and place as the sale of the Dragging Shareholders' shares to the Drag Buyer (or as the Drag Buyer may direct) unless all of the Dragged Shareholders and the Dragging Shareholders otherwise agree, in which case completion of the sale and purchase of the Dragged Shares shall take place on a date that is no more than 20 Business Days later.

58.7 On or before the Drag Completion Date each Dragged Shareholder shall deliver to the Company:

(a) duly executed transfers of the Dragged Shares registered in its name in favour of the Drag Buyer (or as the Drag Buyer directs in the Drag Along Notice);

(b) the relevant share certificate(s) in respect of those Dragged Shares (or an indemnity in a form reasonably satisfactory to the directors for any lost certificates);

(c) a duly executed sale agreement (in a form agreed by the Dragging Shareholders); and

(d) any other related documents required by the Dragging Shareholders to be executed by the Dragged Shareholders.

58.8 Subject to compliance with article 58.7 and to the extent only that the Drag Buyer has put the Company in the requisite cleared funds or other form of consideration, the Company shall on the Drag Completion Date pay, on behalf of the Drag Buyer, to each of the Dragged Shareholders in respect of its Dragged Shares the consideration (if any) it is due in accordance with articles 58.3 to 58.4. Payment to the Dragged Shareholder shall be made to the relevant Dragged Shareholder's last known address on the Company's register of member. The Company's receipt of the requisite cleared funds or other form of consideration from the Drag Buyer shall be a good discharge to the relevant Drag Buyer. Pending compliance by each Dragged Shareholder with its obligations in article 58.7, the Company shall hold the funds or other form of consideration received from the Drag Buyer in respect of the Dragged Shares on trust for the Dragged Shareholders, without any obligation to pay interest.

58.9 Unless and to the extent that the Dragging Shareholders otherwise direct the Company in writing, upon any person (other than the Drag Buyer or its nominee), following the date of service of a Drag Along Notice, becoming a shareholder (or increasing an existing shareholding in the Company) including pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, shares ("**New Shareholder**"):

(a) a Drag Along Notice on the same terms as the previous Drag Along Notice shall be deemed to have been served upon the New Shareholder, who shall then be bound to sell and transfer the legal and beneficial title to all such shares acquired by him (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct); and

(b) the provisions of this article 51 shall apply (with necessary modifications) to the New Shareholder as if it were a Dragged Shareholder, except that, where completion of the sale and purchase of the Dragged Shares to the Dragged Buyer (or as the Drag Buyer may direct) has already taken place, the completion date of the sale and purchase of the shares shall take place on such date as the Drag Buyer shall determine.

## 59. Tag Along

59.1 This article 59 shall not apply to a Proposed Sale in respect of which a Drag Along Notice has been served.

59.2 If one of more shareholders ("**Proposed Sellers**") proposes to transfer to any person (whether through a single transaction or a series of related transactions) such number of shares which would, if registered, result in such person (together the "**Tag Buyer**") obtaining the ownership of more than 50 per cent in nominal value of the shares (including any shares held as treasury shares) ("**Proposed Sale**"), the Proposed Sellers shall not be entitled to transfer such shares and no such shares shall be capable of being purchased or transferred unless the Tag Buyer (or the Company in its capacity as agent for the Tag Buyer) shall have offered ("**Tag Offer**") in accordance with this article 59 to purchase from each of the other shareholders (not being a Tag Buyer) ("**Other Shareholders**") such proportion of the shares registered in their name ("**Tagged Shares**") as is equal to the proportion which the shares that the Proposed Sellers are proposing to transfer to the Tag Buyer bears to the Proposed Sellers' total holding of shares.

59.3 A Tag Offer shall be made by notice specifying:

(a) the identity of the Tag Buyer;

(b) the number of shares that the Proposed Sellers are proposing to transfer to the Tag Buyer and the proportion that this bears to the Proposed Sellers' total holding of shares and the number of shares that the Tag Buyer is therefore offering to purchase from the Other Shareholders;

(c) the amount and form of consideration and the proportion of cash and/or securities that the Tag Buyer is proposing to pay for each of those shares (determined in accordance with article 59.4);

(d) the proposed, place, date and time of transfer;

(e) a time (being not less than 10 Business Days) within which the offer, if not accepted, shall be deemed to be declined; and

(f) to the extent not set out in the accompanying documents, any other terms and conditions of sale on which the Tag Buyer is proposing to purchase the Proposed Sellers' and the Accepting Shareholders' shares,

and shall be accompanied by all documents required to be executed by the Other Shareholders if they accept the Tag Offer.

59.4 The amount and form of consideration and the proportion of cash and/or securities which the Tag Buyer shall offer and is proposing to pay for each of the Tagged Shares shall be the same as that offered and to be paid for each of the Proposed Sellers' shares being transferred to the Tag Buyer pursuant to the Proposed Sale.

59.5 Each Other Shareholder who accepts the Tag Offer within the offer period (**"Accepting Shareholder"**) shall be required to:

(a) transfer the legal and beneficial title to all of his Tagged Shares to the Tag Buyer free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee;

(b) sell his Tagged Shares on the same terms and conditions (including the same representations, warranties, covenants, undertakings, indemnities and requirements relating to contributing to any retention) as are to be given to and by the Proposed Sellers pursuant to the Proposed Sale; and

(c) deliver to the Tag Buyer the share certificates for his Tagged Shares (or an indemnity in a form reasonably satisfactory to the directors for lost certificates) and a duly executed sale agreement (in a form agreed by the Proposed Sellers) setting out the relevant terms and conditions of sale.

59.6 Completion of the sale and purchase of any Tagged Shares in respect of which the Tag Offer has been accepted shall be conditional upon, and shall take place on the same date and at the same time and place as, the completion of the Proposed Sale (unless any of the Accepting Shareholders and the Tag Buyer agree otherwise).

59.7 If some or all of the Other Shareholders do not accept the Tag Offer within the offer period, the completion of the Proposed Sale may be made within three months of the end of that period (provided that it shall be on no more favourable terms and conditions to the Proposed Sellers than those stated in the original Tag Offer).

59.8 If a Compulsory Transfer Notice is served on an Accepting Shareholder before the transfer of that Accepting Shareholder's Tagged Shares to the Tag Buyer, the Tag Buyer shall be entitled to either:

(a) continue with the purchase of those Tagged Shares, in which case the Compulsory Transfer Notice shall automatically be revoked upon the completion of the sale and purchase of such Tagged Shares to the Tag Buyer; or

(b) continue with the completion of the Proposed Sale without the completion of the sale and purchase of those Accepting Shareholder's Tagged Shares, in which case the Tag

Buyer shall not be under any further obligation to purchase those Tagged Shares and the Compulsory Transfer Notice shall continue to apply.

**60. Transfer provisions - Default by Shareholder**

60.1 This article 60 applies when a shareholder is in default of its obligations under articles 52.3, 57.2, or 58.7 (**"Defaulting Shareholder"**).

60.2 The Company may (and shall if directed by the Majority Shareholder) act as agent of the Defaulting Shareholder with full power and authority in the Defaulting Shareholder's name and on its behalf to:

(a) approve, sign and execute any agreements, documents and/or instruments. and undertake any action, which the Company in its absolute discretion considers necessary or desirable in order for such Defaulting Shareholder to give effect to the transfer of the relevant shares to the relevant transferee and to otherwise comply with and perform its obligations under articles 52.3, 57.2, or 58.7; and

(b) (as appropriate) deliver any such agreements, documents and/or instruments to the relevant transferee against receipt by the Company of the consideration (if any) payable for the relevant shares (to be held on trust for the Defaulting Shareholder without any obligation to pay interest) (such receipt being a good discharge to the relevant transferee who shall not be bound to see to the application of such payment).

60.3 The directors shall, notwithstanding any failure of the Defaulting Shareholder to deliver up its certificate (or an indemnity in a form reasonably satisfactory to the directors for any lost certificates) for the relevant shares, subject to due stamping authorise the registration of the transfer(s) and of the relevant transferee(s) (or, where relevant, the Company) as the holder(s) of the relevant shares so transferred.

60.4 The cancellation of the relevant Shares or the registration of the relevant transferee(s) (or, where relevant, the Company) as the registered holder(s) of such Shares shall not be affected by any irregularity in, or invalidity of, such proceedings, and shall not be questioned by any person. The Defaulting Shareholder shall be entitled to receive the consideration for such Shares when he delivers up his certificate (or an indemnity in a form reasonably satisfactory to the directors for any lost certificates) for the relevant shares to the Company.

60.5 The authority given pursuant to this article 60 shall be irrevocable and is given by way of security for the performance of the obligations of the Defaulting Shareholder under articles 52.3, 57.2, or 58.7.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

**61. Procedure for declaring dividends**

61.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

61.2 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.

61.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

61.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, a dividend must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

61.5 If the Company's share capital is divided into different classes, dividends may be declared and paid on any one or more classes of share, and different amounts may be declared on each class of share.

61.6 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.

61.7 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.

**62. Calculation of dividends**

62.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be declared and paid in proportions based on the amounts paid up on the nominal value of the shares during any portion or portions of the period in respect of which the dividend is paid.

62.2 If any share is issued on terms providing that such share shall be entitled to a dividend as if the nominal value of it were fully paid or partly paid from a particular date (in the past or the future), then such share shall be entitled to a dividend on that basis.

**63. Payment of dividends and other distributions**

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

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

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

(c) sending by post a cheque made payable to such person, and sent to such person at such address, as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

63.2 In the articles, the **"distribution recipient"** means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

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

64.1 If:

(a) a share is subject to the Company's lien; and

(b) 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.

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

64.3 The Company must notify the distribution recipient in writing of:

(a) the fact and amount of any such deduction;

(b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

(c) how the money deducted has been applied.

**65. 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:

65.1 the terms on which the share was issued; or

65.2 the provisions of another agreement between the holder of that share and the Company.

**66. Unclaimed distributions**

66.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

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

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

66.3 If:

(a) 12 years have passed from the date on which a dividend or other sum became due for payment; and

(b) the distribution recipient has not claimed it,

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

**67. Non-cash distributions**

67.1 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).

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

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

**68. 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:

68.1 the share has more than one holder; or

68.2 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 AND RESERVES**

**69. Authority to capitalise and appropriation of capitalised sums**

69.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

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

(b) appropriate any sum which they so decide to capitalise (a **"capitalised sum"**) to the persons who would have been entitled to it if it were distributed by way of dividend (**"persons entitled"**) and in the same proportions as their entitlement to dividends (**"relevant proportions"**).

69.2 Capitalised sums must be applied on behalf of the persons entitled and in the relevant proportions.

69.3 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.

69.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

(a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled (whether as to the nominal value of the shares or any amount payable to the Company by way of premium); or

(b) 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.

69.5 Subject to the articles, the directors may:

(a) apply capitalised sums in accordance with articles 69.3 and 69.4 partly in one way and partly in another;

(b) make such arrangements as they think fit where any difficulty arises with regard to any distribution of any capitalised sum; and, in particular, in the case of shares or debentures becoming distributable under this article 69 in fractions, the directors may decide that the benefit of fractional entitlements belongs to the Company, that fractions are to be ignored, to make payments in cash in lieu of fractional entitlements, or otherwise deal with fractions as they think fit;

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article 69; and

(d) generally do all acts and things required to give effect to the ordinary resolution.

**70. Capitalisation to deal with fractions arising on a consolidation of shares**

Whenever, as the result of any consolidation or consolidation and division of shares, any shareholders would become entitled to fractions of shares, the directors may, subject to the provisions of the Companies Acts, allot to each such shareholder, credited as fully paid by way of capitalisation, the minimum number of new shares required to round up his holding following the consolidation to a whole number (such allotment being deemed to have been effected immediately before consolidation). For such purpose, the directors may:

70.1 capitalise a sum equal to the aggregate nominal amount of the new shares to be allotted on that basis out of any profits or reserve referred to in article 69.1(a); and

70.2 appropriate and apply such sum in paying up in full the appropriate number of new shares for allotment and distribution to such shareholders on that basis; and

70.3 generally do all acts and things required to give effect to any capitalisation pursuant to this article 70.

## PART 4: DECISION-MAKING BY SHAREHOLDERS

## WRITTEN RESOLUTIONS

### 71. Written resolutions

A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

## GENERAL MEETINGS

## ORGANISATION OF GENERAL MEETINGS

### 72. Calling general meetings

72.1 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any shareholder of the Company may call a general meeting.

72.2 If, and for so long as, the Company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.

72.3 A shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

### 73. Attendance and speaking at general meetings

73.1 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.

73.2 A person is able to exercise the right to vote at a general meeting when:

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

73.3 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.

73.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.

73.5 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.

## 74. Quorum for general meetings

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

## 75. Chairing general meetings

75.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

75.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the general meeting or is not present within 10 minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present within 10 minutes of the time at which the meeting was due to start) the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

75.3 The person chairing a general meeting in accordance with this article is referred to as **"the chairman of the meeting"**.

## 76. Attendance and speaking by directors and non-shareholders

76.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

76.2 The chairman of the meeting may permit other persons who are not:

(a) shareholders of the Company; or

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

to attend and speak at a general meeting.

## 77. Adjournment

77.1 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 such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.

77.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

77.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

77.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

77.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain.

77.6 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

**78. Voting: general**

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

**79. Errors and disputes**

79.1 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.

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

**80. Poll votes**

80.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

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

80.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors present;

(c) two or more persons having the right to vote on the resolution;

(d) a person or persons representing not less than 10 per cent of the total voting rights of all the shareholders having the right to vote on the resolution; or

(e) a person or persons who hold (or are representing a holder or holders of) shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring the right to vote on the resolution.

80.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

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

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

**81. Content of proxy notices**

81.1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting or adjourned meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may otherwise determine;

(d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates; and

(e) is received by the Company no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy notice relates or such later time as the directors may determine.

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

81.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

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

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

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

**82. Delivery of proxy notices**

82.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:

(a) on a show of hands, be invalid;

(b) on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates.

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

82.3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.

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

82.5 When two or more valid but different proxy notices are received in respect of the same share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

**83. Corporate representatives**

Where a shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act:

83.1 the corporation shall, for the purposes of these articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;

83.2 a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and

83.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

**84. No voting of shares on which money due and payable to the Company**

Unless the directors otherwise determine, no voting rights attached to a share may be exercised unless all amounts (including the nominal value and any share premium) due and payable to the Company in respect of that share have been paid.

**85. Amendments to resolutions**

85.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

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

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

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

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

## PART 5: ADMINISTRATIVE ARRANGEMENTS

**86. Form of notice**

Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing.

**87. Notices to the Company**

Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

87.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;

87.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;

87.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or

87.4 by any other means authorised in writing by the Company.

**88. Notices to shareholders and transmittees**

88.1 Any notice, document or other information may be served on or sent or supplied to any shareholder:

(a) personally;

(b) by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address;

(c) by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder;

(d) by sending or supplying it by electronic means to an address notified by the shareholder to the Company from time to time for that purpose; or

(e) by any other means authorised in writing by the relevant shareholder.

88.2 Nothing in article 88.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a shareholder in a particular way.

88.3 In the case of joint holders of a share:

(a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and

(b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

88.4 Notices, documents or other information to be served on or sent or supplied to a transmittee may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him. Articles 88.1 and 90 shall apply to any notice, document or information so served, sent or supplied as if references in those articles to:

(a) **"shareholder"** are to the transmittee; and

(b) a shareholder's **"registered address"** or **"address"** are to the address so supplied.

This article 88.4 is without prejudice to paragraph 17 of Schedule 5 to the Act.

**89. Notices to directors**

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

89.1 personally;

89.2 (other than a notice of a proposed directors' written resolution) by word of mouth;

89.3 by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;

89.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him;

89.5 by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or

89.6 by any other means authorised in writing by the director.

**90. Service of notices on shareholders or directors**

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

90.1 addressed to a shareholder or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:

(a) (if prepaid as first class) 24 hours after it was posted;

(b) (if prepaid as second class) 48 hours after it was posted;

(c) (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;

90.2 not sent by post, but addressed to a shareholder or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left;

90.3 served, sent or supplied to a shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;

90.4 served, sent or supplied by any other means authorised in writing by the shareholder or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

**91. Company seals**

91.1 Any common seal may only be used by the authority of the directors.

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

91.3 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:

(a) two directors;

(b) one director and the company secretary (if any); or

(c) one authorised person in the presence of a witness who attests the signature.

91.4 For the purposes of this article, an authorised person is:

(a) any director of the Company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## 92. No right to inspect accounts and other records

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

## 93. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director 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

## 94. Directors' indemnity and insurance

To the extent permitted by the Companies Acts, the Company may:

94.1 indemnify any director of the Company or of any associated company against any liability;

94.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.