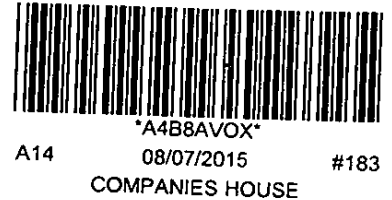


**PRIVATE COMPANY LIMITED BY SHARES  
THE COMPANIES ACT 2006  
WRITTEN RESOLUTION  
OF  
HAMSARD 3376 LIMITED  
(the "Company")**

*30 June*... 2015 ("Circulation Date")

WEDNESDAY



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 to 3 below are passed as special resolutions and resolution 4 below is passed as an ordinary resolution (the "**Resolutions**", and each a "**Resolution**")

**SPECIAL RESOLUTIONS**

**1 CHANGE OF NAME**

**THAT** the name of the Company be changed to "**Eaglemoss Capital Limited**"

**2 ADOPTION OF ARTICLES**

**THAT** the existing articles of association shall no longer apply to the Company, and that in place thereof, the articles of association already prepared, a copy of which has been initialled for the purpose of identification by the directors of the Company, be adopted as the new articles of association of the Company with immediate effect

**3 RECLASSIFICATION**

**THAT** the ordinary share of €1 00 each in the capital of the Company which at the time of the passing of this Resolution is registered in the name of Palatin SPRL be reclassified as 10,000 A ordinary shares of €0 0001 each,

such shares having the rights and being subject to the restrictions attaching thereto under the new articles of association of the Company adopted pursuant to Resolution 2 above

**ORDINARY RESOLUTION**

**4 AUTHORITY TO ALLOT**

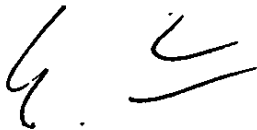
**THAT**, in accordance with section 551 of the 2006 Act, the directors be generally and unconditionally authorised to allot equity securities (as defined in section 560 of the 2006 Act) in the Company up to an aggregate nominal amount of €1,200 for all classes of shares, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth (5<sup>th</sup>) anniversary of the date of this Resolution save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted to be granted and the directors may allot shares in

pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired

## **AGREEMENT**

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

The undersigned, being the sole member entitled to vote on the above Resolutions on the Circulation Date (set out above), hereby irrevocably agrees to the Resolutions

A handwritten signature in black ink, consisting of a stylized 'G' followed by a horizontal line and a small flourish.

Palatin SPRL

30 JUNE 2015

Date

## NOTES

5 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by

5 1 Post returning the signed copy by post to Julie-Anne Lucchetti, Squire Patton Boggs (UK) LLP, 7 Devonshire Square, London, EC2M 4YH, and

5 2 E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to [julie-anne.lucchetti@squirepb.com](mailto:julie-anne.lucchetti@squirepb.com)

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

6 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

7 Unless, by the date falling 28 days after the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

8 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

DATED 30 JUNE

2015

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ARTICLES OF ASSOCIATION  
(ADOPTED ON 30 JUNE 2015)  
OF  
EAGLEMOSS CAPITAL LIMITED  
(FORMERLY HAMSARD 3376 LIMITED)  
INCORPORATED ON 22 APRIL 2015  
REGISTERED NUMBER 09555010

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## **CONTENTS**

1	INTERPRETATION	1
	PART A	7
2	LIABILITY OF MEMBERS	7
3	SHARE RIGHTS	7
4	REDEMPTION OR REPURCHASE OF ESS SHARES	11
5	SHARE ISSUES	12
6	SHARE TRANSFERS - GENERAL PROVISIONS	13
7	SHARE TRANSFERS - PRE-EMPTION PROVISIONS	14
8	SHARE TRANSFERS - FURTHER PROVISIONS	17
9	TAG ALONG AND DRAG ALONG RIGHTS	21
10	SUBSIDIARIES	24
	PART B	24
11	DIRECTORS' GENERAL AUTHORITY	24
12	MEMBERS' RESERVE POWER	24
13	DIRECTORS MAY DELEGATE	25
14	COMMITTEES	25
15	DIRECTORS TO TAKE DECISIONS COLLECTIVELY	25
16	UNANIMOUS DECISIONS	26
17	CALLING A DIRECTORS' MEETING	26
18	PARTICIPATION IN DIRECTORS' MEETINGS	26
19	QUORUM FOR DIRECTORS' MEETINGS	27
20	CHAIRING OF DIRECTORS' MEETINGS	27
21	CASTING VOTE	27
22	DIRECTORS' INTERESTS AND CONFLICTS	27
23	RECORDS OF DECISIONS TO BE KEPT	30
24	DIRECTORS' DISCRETION TO MAKE FURTHER RULES	30

25	TERMINATION OF DIRECTOR'S APPOINTMENT	30
26	DIRECTORS' REMUNERATION	30
27	DIRECTORS' EXPENSES	31
28	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	31
29	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	31
30	TERMINATION OF ALTERNATE DIRECTORSHIP	32
31	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	32
32	PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES	32
33	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	33
34	FRACTIONAL ENTITLEMENTS	33
35	COMPANY'S LIEN OVER SHARES	33
36	CALL NOTICES	34
37	LIABILITY TO PAY CALLS	35
38	WHEN CALL NOTICE NEED NOT BE ISSUED	35
39	FAILURE TO COMPLY WITH CALL NOTICE AUTOMATIC CONSEQUENCES	35
40	NOTICE OF INTENDED FORFEITURE	36
41	DIRECTORS' POWER TO FORFEIT SHARES	36
42	EFFECT OF FORFEITURE	36
43	PROCEDURE FOLLOWING FORFEITURE	37
44	SURRENDER OF SHARES	38
45	SHARE CERTIFICATES	38
46	REPLACEMENT SHARE CERTIFICATES	39
47	SHARE TRANSFERS	39
48	TRANSMISSION OF SHARES	40
49	EXERCISE OF TRANSMITTEES' RIGHTS	40
50	TRANSMITTEES BOUND BY PRIOR NOTICES	41
51	PROCEDURE FOR DECLARING DIVIDENDS	41

ii

52	CALCULATION OF DIVIDENDS	41
53	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	42
54	DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY	42
55	NO INTEREST ON DISTRIBUTIONS	43
56	UNCLAIMED DISTRIBUTIONS	43
57	NON-CASH DISTRIBUTIONS	43
58	WAIVER OF DISTRIBUTIONS	44
59	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	44
60	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	45
61	QUORUM FOR GENERAL MEETINGS	45
62	CHAIRING GENERAL MEETINGS	45
63	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS	46
64	ADJOURNMENT	46
65	VOTING GENERAL	47
66	ERRORS AND DISPUTES	47
67	POLL VOTES	47
68	CONTENT OF PROXY NOTICES	48
69	DELIVERY OF PROXY NOTICES	49
70	AMENDMENTS TO RESOLUTIONS	49
71	NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY	49
72	CLASS MEETINGS	50
73	MEANS OF COMMUNICATION TO BE USED	50
74	WHEN INFORMATION DEEMED TO HAVE BEEN RECEIVED	51
75	COMPANY SEALS	51
76	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	52
77	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	52

## ARTICLES OF ASSOCIATION

(adopted on 30 June 2015)

of

### EAGLEMOSS CAPITAL LIMITED

#### 1 INTERPRETATION

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

1.2 In these Articles

- (a) headings are used for convenience only and shall not affect the construction hereof,
- (b) unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the Adoption Date (as defined below),
- (c) in the event of there being any conflict or inconsistency between any provision in Part A of these Articles and any provisions in Part B of these Articles, the provisions in Part A shall prevail,
- (d) reference to a person includes any legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated),
- (e) unless the context does not so admit, reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter, and
- (f) the following words and expressions shall have the following meanings

**"Adoption Date"** means the date of adoption of these Articles as set out above

**"A Shares"** means A ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"Accepting Shareholders"** has the meaning given in Article 9.9

**"Approved Transferees"** has the meaning given in Article 7.13

**"Associate"** has the meaning given in Article 9.1(b)

**"Articles"** means these Articles of association as amended from time to time (and reference to an "article" shall be construed accordingly)

**"Auditors"** means the auditors of the Company from time to time

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



**"Bad Leaver Price"** means the price per Share which is the lesser of

- (a) fair value, as agreed or determined pursuant to Article 7.6 and 7.7, provided that the Valuer shall not be the Auditors, and
- (b) the Issue Price

**"Bankruptcy"** means individual insolvency proceedings including in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy

**"B Shares"** means the B1 Shares, the B2 Shares, the B3 Shares, the B4 Shares, the B5 Shares, the B6 Shares and any further series of B Shares issued by the Company in accordance with clause 7 of the Shareholders' Agreement

**"B1 Shares"** means the B1 ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"B2 Shares"** means the B2 ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"B3 Shares"** means the B3 ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"B4 Shares"** means the B4 ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"B5 Shares"** means the B5 ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"B6 Shares"** means the B6 ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"Board Approval"** means a simple majority vote by show of hands of the Directors present at a meeting of the Board

**"call"**, for the purposes of Articles 35 to 41 only, has the meaning given in Article 36

**"call notice"** has the meaning given in Article 36

**"Cessation Date"** has the meaning given in Article 8.3(a)

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

**"Controlling Interest"** has the meaning given in Article 9.1(c)

**"C Shares"** means the C ordinary shares of €0.0001 each in the capital of the Company having rights as set out in these Articles

**"Custodians"** has the meaning given in Article 8.5(b)

**"Directors"** or **"Board"** means the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors (and **"Director"** shall mean any one of such persons)

**"distribution recipient"** has the meaning given in Article 53

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

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

**"ESS Share Redemption Notice"** has the meaning given in Article 4 1(a)

**"ESS Shares"** means the B Shares

**"ESS Shareholders"** mean the holders for the time being of any ESS Shares

**"Founders"** means Palatin SPRL and Financiere Mistletoe SPRL together, and **"Founder"** means any one of them

**"Founder's Director"** means a director nominated by a Founder, who shall be Georges Bensoussan in the case of Palatin SPRL and Olivier Beressi in the case of Financière Mistletoe SPRL

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

**"Good Leaver"** means a Leaver who

- (a) ceases to be employed by a Group Company as a result of death or retirement, or
- (b) by virtue of mental or physical ill health or disability is determined by at least 2 medical reports from independent medical specialists to be unable to perform all or substantially all of his duties as an employee of a Group Company for a period of at least twelve (12) months and ceases to be an employee of a Group Company as a result thereof, or
- (c) ceases to be employed by a Group Company due to redundancy, wrongful or unfair dismissal or constructive dismissal, or
- (d) ceases to be employed by a Group Company in other circumstances, where the Board directs in writing to the Company that such person shall be treated as a Good Leaver

**"Good Leaver Price"** means the price per Share which is the higher of

- (a) fair value, as agreed or determined pursuant to Articles 7 6 and 7 7 provided that the Valuer shall not be Auditors, and
- (b) the Issue Price

**"Group Company"** means the Company and any other company which is for the time being a subsidiary undertaking of the Company (and **"Group"** shall be construed accordingly)

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

**"holding company"** means a holding company within the meaning of section 1159 Companies Act but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it

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

**"Institutional Investors"** and **"Institutional Investor"** have the meaning given to it in the Shareholders' Agreement

**"Investment"** means the total aggregate amounts from time to time invested by the C Shareholders in the Company or any other Group Company for the subscription of equity or debt including funds invested pursuant to the Shareholders' Agreement or any subsequently invested

**"IRR"** means the internal rate of return (expressed as an annual percentage and calculated on an annual compounding basis) achieved on payments made in respect of the Investment up to and including the Realisation Date but before the application of Article 3 2 which, when applied to a series of outflows from, and inflows in respect of, the Investment, would give a net present value of zero and on the basis that

- (a) the amounts paid by or on behalf of the C Shareholders in respect of the Investment are outflows, and
- (b) the amounts received by or on behalf of the C Shareholders in respect of the Proceeds are inflows

**"Issue Price"** means the price per Share at which the relevant Shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) to or acquired by any Leaver or any Associate of any Leaver and, in the event that any Leaver or any Associate of any Leaver acquires Shares at different Issue Prices, the Issue Price in relation to the relevant Shares shall be the mean average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price)

**"Leaver"** has the meaning given in Article 8 3

**"Listing"** means the admission of all or any of the share capital of the Company to the Official List of the UK Listing Authority or the admission of the same to trading on the AIM market of the London Stock Exchange or the admission of the same to, or the grant of permission by any like authority for the same to be dealt in on, any other equivalent or similar share market

**"Loan Notes"** means the series of secured loan notes 2023 in an aggregate nominal amount of up to €8,000,000 issued by the Company as constituted by an instrument dated on or about the Adoption Date

**"London Stock Exchange"** means London Stock Exchange plc

**"Mandatory Transfer Notice"** has the meaning given in Article 7 4

**"Member"** means any holder for the time being of Shares

**"Offered Share(s)"** has the meaning given in Article 9 2

**"Offer Shares"** has the meaning given in Article 5 2

**"Other Nominees"** has the meaning given in Article 7 8

**"Ownership Percentage"** means at any time with respect to a Member, the ratio of such Member's Shares to all of the issued and outstanding Shares

**"Permitted Transfer"** has the meaning given in Article 6 4

**"Prescribed Period"** means the period referred to in Article 7 5 and Article 7 6

**"Priority Notice"** has the meaning given in Article 8 4

**"Priority Shares"** has the meaning given in Article 8 5

**"Pre-Emption Shares"** has the meaning given in Article 7 1,

**"Proceeds"** means the aggregate amount of all and any

- (a) dividends and any interest thereon and the cash value of any in-kind distribution and capital payments (including redemption monies and any interest thereon) made in respect of any Shares,
- (b) interest payments and repayments of principal made in respect of Loan Notes, and
- (c) proceeds received in respect of the sale or redemption of any Shares and Loans Notes,

in each case received by a C Shareholder but after deducting such C Shareholder's pro rata portion of any common sale costs including, but not limited to, fees paid to accountants, lawyers and financial advisors by the Members and without any double counting

**"Pro Rata Portion"** means, in relation to a Member, a number of Shares held by such Member to be calculated by determining the Ownership Percentage of such Member and multiplying such Ownership Percentage by the number of Shares comprised in the Offer

**"Proposed Subscribers"** has the meaning given in Article 5 2

**"Proxy Notice"** has the meaning given in Article 68

**"Realisation"** means a Sale or Listing

**"Realisation Date"** means

- (a) in respect of a Listing, the date on which dealings are permitted to commence,
- (b) in respect of a Sale, the date of receipt from the purchaser or purchasers of the consideration first payable on completion of the Sale

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

**"Sale"** means the acquisition by a buyer of a Controlling Interest or the sale or other disposal of the whole or substantially the whole of the business, assets and undertaking of the Group

**"Sale Notice"** has the meaning given in Article 9 2(b)

**"Sale Price"** means as referred to in Article 7 5 and Article 7 6

**"Sale Shares"** has the meaning given in Article 7 3

**"Selling Member"** has the meaning given in Article 9 2

**"Share Offer"** has the meaning given in Article 5 2

**"Shares"** means the A Shares, B Shares and C Shares

**"Shareholders' Agreement"** means an agreement of even date with the Adoption Date between (1) the A Shareholders (as defined therein), (2) the B Shareholders (as defined therein) (3) the C Shareholders (as defined therein) and (4) the Company

**"subsidiary"** means a subsidiary within the meaning of section 1159 Companies Act but in addition as if that section provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate

**"subsidiary undertaking"** means a subsidiary undertaking within the meaning of section 1162 Companies Act but in addition as if that section provided that its members are deemed to include any other undertaking whose rights in relation to it are held by way of security by another person but are treated for the purposes of that section as held by that other undertaking

**"Tag-Along Share"** has the meaning given in Article 9 2

**"Tag-Along Notice"** has the meaning given in Article 9 3

**"Tag-Along Period"** has the meaning given in Article 9 3

**"Tag Members"** has the meaning given in Article 9 2

**"Total Transfer Condition"** has the meaning given in Article 7 4

**"Transfer Notice"** has the meaning given in Article 7 2

**"Transferor"** has the meaning given in Article 7 2

**"Transmittee"** means a person entitled to a share by reason of the death or Bankruptcy of a Member or otherwise by operation of law

**"UK Listing Authority"** means the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000

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

- 1 3 References in these Articles to any statute or statutory provision include a reference to that statute or provision as amended, extended, re-enacted, consolidated or replaced from time to time and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision

## **PART A**

### **2 LIABILITY OF MEMBERS**

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

### **3 SHARE RIGHTS**

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

#### **3 1 As regards income**

- (a) The Company may not distribute any profits in respect of any financial year unless Board Approval to such distribution shall have been obtained Subject thereto, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the A Shares, the B Shares and C Shares in proportion to the number of Shares held by each Member (as if such Shares constituted one class)

#### **3 2 As regards capital on a Sale or liquidation**

- (a) On a Sale and subject to Article 3 2(b), the net proceeds (after deducting all common sale costs including, but not limited to, fees paid to accountants, lawyers and financial advisors paid by the Members) shall be paid to the holders of the A Shares, B Shares and C Shares in proportion to the number of Shares held by each Member (as if such shares constituted one class)

- (b) On a Sale completed on or before 1 July 2023, unless otherwise agreed by the Institutional Investors and the Founders, the proceeds attributable to the C Shares shall (after deducting the C Shareholders' pro rata share of all common sale costs including, but not limited to, fees paid to accountants, lawyers and financial advisors paid by the Members) be allocated and paid out to the C Shareholders save that, subject to the IRR being at least ten (10) per cent, the portion of the net proceeds attributable to the C Shareholders equal to twenty (20) per cent of any Proceeds in excess of an IRR of ten (10) per cent shall be paid to the holders of the A Shares and B Shares in proportion to the number of A Shares and B Shares held by each such Member provided that
- (i) if a holder of B Shares is a Good Leaver, the rights of such Member pursuant to this Article 3 2(b) shall vest over a period of four (4) years as from the Adoption Date with twenty five (25) per cent vesting on the date which is the first anniversary of the Adoption Date and the remainder thereafter vesting in three (3) equal annual instalments and the B Shares held by such Member which have not vested at the time of the Sale shall not be taken into consideration for the determination of the allocation of the net proceeds pursuant to this Article 3 2(b), provided that the B Shares held by Members who are not Leavers as at the date of completion of a Sale occurring prior to the fourth anniversary of the Adoption Date shall be treated as fully vested and, as such, shall be taken into consideration for the determination of the allocation of the net proceeds pursuant to this Article 3 2(b), and
  - (ii) if a holder of A Shares has resigned from all of his functions as an employee and director of the Group or if a holder of B Shares is a Bad Leaver, such Member shall not be entitled to any payment pursuant to this Article 3 2(b) and the A Shares or B Shares held by such Member shall not be taken into consideration for the determination of the allocation of the net proceeds pursuant to this Article 3 2(b)
- (c) If and to the extent that the Sale includes an element of non-contingent and clearly quantified deferred consideration, its value shall be the present value of such deferred consideration discounted for delay determined by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to their holdings immediately prior to the Realisation, of) the Members
- (d) If and to the extent that the Sale includes an element of consideration which is contingent and/or unquantified then no value shall be ascribed to such consideration in determining the Proceeds but on each occasion on which any contingent and/or unquantified consideration disregarded in such definition shall in fact be received, the provisions of this Article 3 2 shall be reopened and reapplied as at the Realisation Date treating that late receipt as a non-contingent deferred consideration under the definition and reallocated back to the Realisation Date to determine the allocation of the same and, for that purpose, the calculations used in allocating consideration already received shall be reworked provided always that no value already allocated shall be reallocated and this provision shall serve only to allocate the additional consideration later received

- (e) Immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Institutional Investors and the Founders may decide, to ensure that the proceeds of the Listing is reallocated between the Members in the same proportions as the preceding provisions of this Article 3 2 would provide on a Sale
- (f) On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied and effected as if the date of liquidation, reduction of capital or otherwise were the date of a Sale and the surplus assets available for distribution shall be allocated between the Members in the manner that complies with this Article 3 2

### 3 3 As regards voting

Subject to Articles 8 8 and 8 11(b), A Shares, B Shares and C Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to vote on written resolutions and on a poll or written resolution to exercise one vote per Share

### 3 4 As regards class rights

- (a) The special rights attaching to the A Shares as a class of shares may be abrogated or varied only if
  - (i) the holders of three-quarters in nominal value of the A Shares consent in writing to the variation or abrogation, or
  - (ii) a special resolution passed at a separate general meeting of the holders of the A Shares sanctions the variation or abrogation
- (b) The special rights attaching to the B Shares as a class of shares may be abrogated or varied only if
  - (i) the holders of three-quarters in nominal value of the B Shares consent in writing to the variation or abrogation, or
  - (ii) a special resolution passed at a separate general meeting of the holders of the B Shares sanctions the variation or abrogation
- (c) The special rights attaching to the C Shares as a class of shares may be abrogated or varied only if
  - (i) the holders of three-quarters in nominal value of the C Shares consent in writing to the variation or abrogation, or
  - (ii) a special resolution passed at a separate general meeting of the holders of the C Shares sanctions the variation or abrogation

### 3 5 As regards appointment of Directors



- (a) The minimum number of Directors shall be two (2) and the maximum number of Directors shall be seven (7)
- (b) The Members may appoint up to six (6) Directors, provided that for so long as an Institutional Investor remains a Shareholder, such Institutional Investor shall be entitled to appoint one (1) of them
- (c) The Board may appoint one (1) Director who shall be an independent non-executive Director
- (d) No Director shall be appointed or removed except with the prior written consent of one (1) Founder
- (e) Any such appointment or removal as is referred to in Articles 3 5(b) and 3 5(c) above shall be made by notice in writing to the Company signed
  - (i) in the case of an appointment or removal made by the Members pursuant to Article 3 5(b), by Members holding not less than fifty (50) per cent of the Shares, including one (1) of the Founders,
  - (ii) in the case of an appointment or removal made by an Institutional Investor pursuant to Article 3 5(b), by such Institutional Investor, subject to the prior written consent of one (1) of the Founders, and
  - (iii) in the case of an appointment or removal made pursuant to Article 3 5(c) by or on behalf of the chairman of the Board,

and served, in each case, upon the Company at its registered office (and Article 73 2 shall not apply in respect of any notice served under this Article 3 5(e))
- (f) Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to Articles 3 5(b) and 3 5(c) may appoint such person as he thinks fit to be his alternate Director

### 3 6 As regards quorums

- (a) No meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative) the holders of not less than fifty (50) per cent of the Shares for the time being in issue
- (b) The quorum for Board meetings shall be a minimum of two (2) of which at least one (1) shall be a Founder Director. In case of an equality of votes on a decision taken at a Board meeting, the chairman of the Board shall have a casting vote
- (c) If, in the case of either a meeting of the Directors or a meeting of Members, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place (or at such other time and place as the chairman of the relevant meeting may determine, with Board Approval)

#### **4 REDEMPTION OR REPURCHASE OF ESS SHARES**

##### **4.1 These provisions apply in respect of the ESS Shares**

- (a) The holder of a majority of the B1 Shares can, at any time from the allotment of such Shares, give a transfer notice (an **"ESS Share Redemption Notice"**) to the Company. Upon receipt of that ESS Share Redemption Notice, the Company will be obligated to redeem all B1 Shares that are in issue at that time for a total consideration of £2,500, with such amount to be divided pro rata amongst the holders of the B1 Shares. The Company will take any action necessary in order to complete and register such redemption as soon as is reasonably practicable following the issue of the ESS Share Redemption Notice.
- (b) The holder of a majority of the B2 Shares can, at any time from the allotment of such Shares, give a ESS Share Redemption Notice to the Company. Upon receipt of that ESS Share Redemption Notice, the Company will be obligated to redeem all B2 Shares that are in issue at that time for a total consideration of £2,500, with such amount to be divided pro rata amongst the holders of the B2 Shares. The Company will take any action necessary in order to complete and register such redemption as soon as is reasonably practicable following the issue of the ESS Share Redemption Notice.
- (c) The holder of a majority of the B3 Shares can, at any time from the allotment of such Shares, give a ESS Share Redemption Notice to the Company. Upon receipt of that ESS Share Redemption Notice, the Company will be obligated to redeem all B3 Shares that are in issue at that time for a total consideration of £2,500, with such amount to be divided pro rata amongst the holders of the B3 Shares. The Company will take any action necessary in order to complete and register such redemption as soon as is reasonably practicable following the issue of the ESS Share Redemption Notice.
- (d) The holder of a majority of the B4 Shares can, at any time from the allotment of such Shares, give a ESS Share Redemption Notice to the Company. Upon receipt of that ESS Share Redemption Notice, the Company will be obligated to redeem all B4 Shares that are in issue at that time for a total consideration of £2,500, with such amount to be divided pro rata amongst the holders of the B4 Shares. The Company will take any action necessary in order to complete and register such redemption as soon as is reasonably practicable following the issue of the ESS Share Redemption Notice.
- (e) The holder of a majority of the B5 Shares can, at any time from the allotment of such Shares, give a ESS Share Redemption Notice to the Company. Upon receipt of that ESS Share Redemption Notice, the Company will be obligated to redeem all B5 Shares that are in issue at that time for a total consideration of £2,500, with such amount to be divided pro rata amongst the holders of the B5 Shares. The Company will take any action necessary in order to complete and register such redemption as soon as is reasonably practicable following the issue of the ESS Share Redemption Notice.
- (f) The holder of a majority of the B6 Shares can, at any time from the allotment of such Shares, give a ESS Share Redemption Notice to the Company. Upon receipt of that ESS Share Redemption Notice, the Company will be obligated

to redeem all B6 Shares that are in issue at that time for a total consideration of £2,500, with such amount to be divided pro rata amongst the holders of the B6 Shares. The Company will take any action necessary in order to complete and register such redemption as soon as is reasonably practicable following the issue of the ESS Share Redemption Notice.

- 4.2 If the Company is unable to redeem any ESS Shares in accordance with Article 4.1, the Company shall procure the acquisition (by the Company, an existing Member or a third party) of any such ESS Shares within the time period and for the price set out in Article 4.1 and the existing Members from time to time acknowledge that they are bound by these provisions in relation to the ESS Shares.
- 4.3 If any ESS Shares are to be redeemed or acquired under this Article 4, the relevant ESS Shareholder must deliver to the Company with his ESS Share Redemption Notice
- (a) the share certificate for the ESS Shares which are to be redeemed or acquired (or an indemnity in respect of the same in a form satisfactory to the Directors, acting reasonably),
  - (b) a stock transfer form duly executed in blank in respect of the ESS Shares which are to be redeemed or acquired, and
  - (c) such other documents as the Directors may reasonably require to effect the redemption or acquisition.
- 4.4 To the extent any ESS Shares are transferred or acquired under Article 4.2, the ESS Shareholder shall transfer such shares with full title guarantee and free from all encumbrances.
- 4.5 The Members shall comply with the terms of the Shareholders' Agreement or other similar agreement to which the ESS Shareholder is party relating to the matters contemplated by this Article 4.

## **5 SHARE ISSUES**

- 5.1 Sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities made by the Company.
- 5.2 Subject always to Article 5.3, the Company shall not allot any Shares or any interest or right in or arising in any Shares (an option, warrant or other right to acquire a Share (whether by subscription, conversion or otherwise) (in any case, the "**Offer Shares**") being deemed (without limitation) to be an interest in a Share for this purpose) unless an offer, which is open for a period of not less than twenty-one (21) days (the "**Share Offer**") has been made to each Member (subject to Article 5.3) to allot to it, at the same price per share as the Offer Shares, such number of Shares (rounded down, if necessary, to the nearest whole Share) as would be necessary for its holding to constitute immediately after the allotment the same proportion of the aggregate number of Shares in issue as it did immediately before the allotment, provided that if the proposed subscribers for Offer Shares (the "**Proposed Subscribers**") have also agreed to make loans or other capital available to any Group Company, the Share Offer shall not be capable of acceptance by any other

Member unless that Member also makes loans or capital available to the Group on the same terms, and in the same proportions, as the Proposed Subscribers

- 5 3 The Company shall not be required to follow the procedure set out in Article 5 2
- (a) in circumstances where the allotment and issue of any Shares is for non-cash consideration, or
  - (b) in relation to a new issue of B Shares, provided that if there is more than one (1) such issue, they shall not represent, in aggregate, more than two (2) per cent of the issued share capital of the Company as at the Adoption Date

## **6 SHARE TRANSFERS - GENERAL PROVISIONS**

- 6 1 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either
- (a) a Permitted Transfer, or
  - (b) a transfer made in accordance with and permitted under Article 7, or
  - (c) a transfer made in accordance with Article 9 9 or 9 10
- 6 2 Subject as provided in Article 46 in Part B of these Articles and Article 6 3 or as required by law, the Directors shall register any such transfer as is referred to in Article 6 1(a), 6 1(b) or 6 1(c)
- 6 3 If, in relation to a transfer of a Share or any Loan Notes, the transferor thereof is a party to the Shareholders' Agreement and/or any other agreement between the Company and some or all of its Members (being an agreement additional to these Articles) or if a new Share is proposed to be allotted to a person who is not a Member, then the Directors may or, if the Board so requires, shall
- (a) require the transferee or proposed allottee (as the case may be) to enter into a written undertaking (in such form as the Directors may prescribe) to be bound (to the same extent as the transferor (in the case of a transfer) or to such other extent as the Directors may reasonably stipulate) by the provisions of such agreement, provided that in the case of the Shareholders' Agreement, the transferee or proposed allottee (as the case may be) shall enter into a Deed of Adherence (as defined in the Shareholders' Agreement), and
  - (b) decline to register the transfer of, or to allot, such Share unless and until the transferee or proposed allottee has entered into such written undertaking
- 6 4 Subject to Article 6 3 and Article 47, a Member shall be permitted to transfer the legal title to and/or beneficial ownership of a Share (each, a "**Permitted Transfer**")
- (a) upon a Realisation,
  - (b) if the Share is a B Share, pursuant to the provisions of Article 8,
  - (c) where a Priority Notice has been given, to any prospective transferees specified in such notice and, where Shares have been transferred to

Custodians (as referred to in Article 8 5(b), to any subsequent transfer by them of all or any such shares made in accordance with Article 8 6

- (d) if the Member is an individual, to an Associate (within the meaning of paragraphs (i) and (ii) of the definition of "Associate" contained in Article 9 1(b)) of such Member or to trusts for the benefit of such Associates or such Member, or
- (e) if the Member is a company or an investment fund, to an Associate (within the meaning of paragraphs (iv) and (vi) of the definition of "Associate" contained in Article 9 1(b)) of such Member, or
- (f) to the Founders or Associates of the Founders, or
- (g) if the Share is a C Share, to the other Shareholders pursuant to the provisions of Article 7, or
- (h) to a Buyer pursuant to the provisions of Article 9 (including, without limitation, Articles 9 9 and 9 10) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or will duly acquire a Controlling Interest and the provisions of Article 9 have been complied with, or
- (i) to such persons as the Directors may otherwise approve

## **7 SHARE TRANSFERS - PRE-EMPTION PROVISIONS**

- 7 1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from such a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) (the "**Pre-Emption Shares**") shall be subject to the provisions contained in this Article and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void
- 7 2 Except in the case of a Permitted Transfer, before transferring or otherwise disposing of any Pre-Emption Share or any interest or right in or arising from any Pre-Emption Share the person proposing to transfer or otherwise dispose of the same (the "**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company specifying the Pre-Emption Shares, interest and/or rights of which the Transferor wishes to dispose. The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant Pre-Emption Shares
- 7 3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to, the Pre-Emption Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Pre-Emption Shares referred to therein (the "**Sale Shares**") at the Sale Price in accordance with the provisions of this Article. A Transfer Notice shall not be revocable except with the consent of the Directors

- 7 4 Except in the case of a Transfer Notice which a Member is required to give or is deemed to have given pursuant to Article 8 (a "**Mandatory Transfer Notice**"), a Transfer Notice may include a condition (a "**Total Transfer Condition**") that if all the Sale Shares (of whatever class) are not sold to Approved Transferees, then none shall be so sold
- 7 5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares, the entire consideration per Sale Share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in Euros, an amount per Sale Share which is so expressed and which is commensurate with the entire consideration) Such consideration shall be the Sale Price and the Prescribed Period shall commence on the date on which the Transfer Notice is given and shall expire sixty (60) days thereafter
- 7 6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in Article 7 5 then, subject always to Article 8 3
- (a) if, not more than thirty (30) days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors may, prior to the expiry of such period of thirty (30) days, determine to allow for this purpose), the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire sixty (60) days thereafter, or
  - (b) failing such agreement, upon the expiry of thirty (30) days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the Auditors (or, if the auditors of the Company refuse to act, such other firm of accountants as the Directors may instruct to act as valuer for the purposes of the determination of fair value ("**Valuer**") to determine (in accordance with Article 7 7) and report to the Directors the sum per Share considered by the Auditors (or the Valuer, as applicable) to be the fair value of the Sale Shares and (subject always to Article 8 3) the sum per Share so determined and reported (or as otherwise determined in accordance with Article 7 7) shall be the Sale Price and the Prescribed Period shall commence on the date on which the Sale Price is so determined and shall expire sixty (60) days thereafter
- 7 7 For the purposes of Article 7 6, the Auditors (or Valuer, as applicable) shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members The costs and expenses of the Auditors (or Valuer, as applicable) in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is less than one hundred and ten (110) per cent of that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor Consequently, the Company and, if required by the Company or the Auditors (or Valuer, as applicable), the Transferor shall be required to enter into any terms of engagement, retainer or other similar documents as applicable with the Auditors (or

Valuer, as applicable) to reflect the above engagement (including the arrangements as to costs) Any failure by the Transferor to enter into any terms of engagement, retainer or other similar documents as applicable shall result in the Sale Price being the price that the Directors had notified to the Transferor as being in their opinion the Sale Price For the purposes of Article 7 6 and this Article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding or by reason of any restrictions applicable to such Shares pursuant to those Articles (and the Auditors (or Valuer, as applicable) shall be instructed accordingly)

- 7 8 Subject as provided in Articles 7 9, Sale Shares shall be offered for sale to all of the holders of Shares If the Members accept the offer in relation to some but not all of the Sale Shares, the remaining Sale Shares may be offered to such person or persons (if any) as the Directors think fit (the "**Other Nominees**")
- 7 9 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in Article 7 8 is made In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the sale of Sale Shares to such Member is completed, such Member is deemed to have given a Mandatory Transfer Notice then such Member shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given)
- 7 10 Any such offer as is required to be made by the Company pursuant to Article 7 8 shall limit a time (not being less than fourteen (14) days or more than twenty-one (21) days) after such offer is made within which it must be accepted or, in default will lapse
- 7 11 If, by virtue of the application of the provisions in Article 7 10, acceptances are received in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares held by each acceptor (or in the case of Other Nominees on such basis as the Directors shall determine and only with regard the remaining Sale Shares) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article 7 11 shall continue to apply mutatis mutandis until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly
- 7 12 If a Transfer Notice shall validly contain a Total Transfer Condition, then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied Subject thereto, any such offer as is required to be made by the Company pursuant to Article 7 8 shall be unconditional

- 7 13 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this Article 7, find Members or Other Nominees (or such other persons as may have been specified in a Priority Notice pursuant to Article 8 4) or the Company itself (the "**Approved Transferees**") to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three (3) days nor more than ten (10) days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 7 14 If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Sale Shares. The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee, who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article.
- 7 15 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, it shall, as soon as practicable following such expiry, give notice in writing thereof to the Transferor and the Transferor shall not be entitled to transfer any Sale Shares not purchased by Approved Transferees.
- 7 16 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this Article shall be transferred free from all Encumbrances and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set-off such amount against the Sale Price payable).

## **8 SHARE TRANSFERS - FURTHER PROVISIONS**

- 8 1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under Article 6 4 or in accordance with the provisions of Article 7, such person and any Associate of such person who is a Member shall, unless and to the extent (if any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware



of the purported transfer or other disposal (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder

- 8 2 If any person becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member in circumstances where the provisions of Article 8 3 do not apply then (unless a transfer to such person would be a Permitted Transfer or the Directors determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on such date as the Directors shall specify in writing to the person concerned in respect of all Shares held by the Member and any Associate of such Member
- 8 3 If at any time prior to a Realisation any director or employee of or consultant to any Group Company shall cease (for whatever reason) to be such a director or employee or consultant (or an employee or consultant has served notice on a Group Company or a Group Company has served notice on such person terminating his employment or consultancy (as the case may be)), and such person and/or any Associate(s) of such person shall be the holder of any B Shares (whether directly or indirectly through an EBT), then the B Shares held by such person (the "Leaver") and his Associates (or held by an EBT on his/her behalf) shall be subject to the following
- (a) the date on which the Leaver ceases to be a director of or an employee of or a consultant to a Group Company shall be the "**Cessation Date**" for the purposes of these Articles provided always that where a Leaver who is an employee of or consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy, as the case may be (or shall cease to so be an employee or consultant upon expiration of such notice) then, if the Board so notifies the Company in writing, the Cessation Date shall be deemed to be the date of service of such notice (or such later date during the relevant notice period as the Board shall specify in its notice to the Company),
  - (b) the Board shall be entitled, during the period starting on the Cessation Date and ending on the date of the six (6) months' anniversary of the Cessation Date, to give the Leaver a Transfer Notice in respect of all B Shares then owned and/or held by the Leaver and any Associate of the Leaver (or held by an EBT on his/their behalf),
  - (c) (unless and to the extent that the Board determines otherwise) if the Leaver is a Bad Leaver the Sale Price of all the B Shares the subject of the Transfer Notice shall be the Bad Leaver Price,
  - (d) if the Leaver is a Good Leaver the Sale Price of all the B Shares the subject of the Transfer Notice shall be the Good Leaver Price,
  - (e) notwithstanding Article 7 7, the costs and expenses of the auditors (or Valuer, as applicable) in relation to the making of their determination shall be borne by the Company,
  - (f) if at any time a former director (not being a Founder Director or A Shareholder) or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant,

acquire (or any Associate of his/their shall acquire or an EBT shall acquire on his behalf) any B Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of Article 8 3(a) above shall apply as if the reference in Article 8 3(a) to "Cessation Date" were a reference to the date on which he acquired such B Shares

- 8 4 If any Transfer Notice is given pursuant to Article 8 3, the Company shall immediately give written notice of such occurrence (such notice to include details of all the Shares to which such Transfer Notice relates) to each Member. If within twenty-one (21) days of the giving of such notice by the Company the Board requires, by written notice to the Company (a "**Priority Notice**") that all or any B Shares to which such Transfer Notice relates should be offered to the Company by way of share buy back and/or made or kept available either for any person or persons who is or are (an) existing director(s) and/or employee(s) of a Group Company or a person or persons (whether or not then ascertained) whom in the opinion of the Board it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of a Group Company whether or not in place of the person by whom the relevant Transfer Notice was given) then the provisions of Article 8 5 below shall apply
- 8 5 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the "**Priority Shares**"), the provisions of Article 7 8 shall not apply and the Priority Shares shall either
- (a) be offered to one or more person(s) who each is (i) an existing director and/or employee of a Group Company or who has agreed (subject only to Priority Shares being transferred to him) to accept the appointment of such a director and/or employee or (ii) a Founder and, in the case of more than one person, in the proportions, specified in the Priority Notice (conditional, in the case of any prospective director and/or employee, upon his taking up his proposed appointment with a Group Company (if not then taken up)), or
  - (b) if the relevant Priority Notice so requires, be offered to not less than two (2) persons or a company or an EBT designated by the Board (the "**Custodians**") to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in Article 8 6 below
- 8 6 If Custodians become the holders of Priority Shares, then, (unless and to the extent that the Directors otherwise agree from time to time) they shall hold the same on, and subject to, the following terms
- (a) they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit,
  - (b) save with Board Approval, they shall not encumber the same,
  - (c) they will (subject as provided in Article 8 7 below) transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as the Board may from time to time direct by notice in writing to the Custodians PROVIDED THAT the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that

they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss,

- (d) if an offer is made to them for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the Board as to what (if any) actions they should take with regard thereto but, absent instructions from the Board within fourteen (14) days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit

8 7 The Board may not direct the Custodians to transfer all or any Priority Shares other than to an EBT, or to the Company or to a person who is an existing director and/or employee of a Group Company or who has agreed (subject only to Priority Shares being transferred to him) to accept appointment as such a director and/or employee save with the prior approval of the Directors

8 8 If at any time any director or employee of, or consultant to, any Group Company (other than a Founder Director and/or A Shareholder) shall cease (for whatever reason including (without limitation) death) to be a director or an employee of, or consultant to, any Group Company and such person and/or any Associate(s) of such person shall be the holder of any B Shares, then the B Shares held by such person and his Associates (the "**Leaver Shares**") shall be subject to the following

- (a) at the written direction of the Board served upon the Company at its registered office, the Leaver Shares shall cease to confer any right to vote on any resolution, or to receive notice of or attend, speak or vote at any general or class meeting of the Company, and
- (b) any Leaver Shares shall be treated as though they confer votes in the same manner as the remaining B Shares when
  - (i) calculating whether or not a Controlling Interest has been acquired for the purpose of the provisions of Article 9, and
  - (ii) calculating the fair market value of such Leaver Shares in accordance with Articles 7 6 or 7 7

8 9 Upon becoming a Leaver a Member shall cease to be entitled to receive any information or documents concerning the Group circulated by the Company to the Members from time to time

8 10 If a corporation which is a holder and/or beneficial owner of any Share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within seven (7) days of such cessation of control, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held and/or beneficially owned by such corporation and any Associate(s) of such corporation For the purposes of this paragraph "**control**" shall have the same meaning as in sections 450 and 451 Corporation Tax Act 2010

8 11 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of Article 7 or this Article, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice (or on such future date as may be specified therein) be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled

- (a) to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory Transfer Notice shall be deemed to have been given in respect of all the relevant Shares), and/or
- (b) to give to the holder(s) of the Shares in question a notice stating that such Shares shall as from the date of such notice no longer confer any right to vote on any written resolution of the Company or of any class of Share, or attend, speak or vote at any general or class meeting of the Company, or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly

8 12 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company, the share certificate(s) in respect of the relevant Shares

## **9 TAG ALONG AND DRAG ALONG RIGHTS**

9 1 For the purposes of this Article

- (a) the expression "**Buyer**" means any one person (whether or not an existing member of the Company) together with any Associate of any such person,
- (b) the expression "**Associate**" means
  - (i) the husband, wife, common law spouse, civil partner, mother, father, grandmother, grandfather, brother, sister, child (including adopted or step child) or other lineal descendant of the relevant person,
  - (ii) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary,

- (iii) any nominee or bare trustee for the relevant person or any other Associate of the relevant person,
- (iv) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company,
- (v) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 Corporation Tax Act 2010, and
- (vi) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current),
- (c) the expression "**a Controlling Interest**" means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate fifty (50) per cent or more of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings

9.2 If a Member (a "**Selling Member**") intends to transfer or otherwise dispose of any Shares (the "**Offered Share(s)**") to a Buyer and such transfer or disposal is not a Permitted Transfer, then the Selling Member shall

- (a) notify the Buyer in writing that it cannot transfer or otherwise dispose of its Offered Shares to the Buyer unless the Buyer makes an irrevocable offer (the "**Tag-Along Offer**") to the other Members (the "**Tag Members**") to purchase the Pro Rata Portion of the Shares owned by each Tag Member (the "**Tag-Along Shares**") at the same price per Share and on the same terms as the Buyer has offered to purchase the Offered Shares from the Selling Member,
- (b) give notice in writing to the Tag Members (the "**Sale Notice**"), which shall contain or be accompanied by the following information or undertakings
  - (i) the identity and contact details of the Buyer and its ultimate beneficial owner(s),
  - (ii) the total purchase price offered by the Buyer in cash for the Offered Shares, the payment terms and any other material terms and conditions of the transfer/disposal,
  - (iii) the proposed completion date for the transfer/disposal of the Offered Shares to the Buyer, which shall be not less than forty-five (45) days nor more than sixty (60) days following the date of the Sale Notice, and
  - (iv) the Tag-Along Offer

- 9 3 Each Tag Member may within twenty-eight (28) days following receipt of the Sale Notice (the "**Tag-Along Period**") notify the Selling Member that it wishes to accept the Tag-Along Offer and sell the Tag-Along Shares to the Buyer on the same terms and conditions as the sale of the Offered Shares (a "**Tag-Along Notice**")
- 9 4 The Tag Members shall be entitled to indicate in the Tag-Along Notice that they wish to accept a contemporaneous offer from the Buyer in respect of any Loan Notes held and/or beneficially owned by them. In such circumstances a Tag Member shall be deemed to also have accepted the Tag-Along Offer in respect of any Loan Notes held and/or beneficially owned by him or any of his Associates (on the same terms for each series of Loan Notes), on the same terms as the Tag-Along Offer, including as to price per €1 nominal of Loan Notes
- 9 5 Failure of a Tag Member to deliver a Tag-Along Notice within the Tag-Along Period shall be deemed a waiver by such Tag Member of its right to sell its Tag-Along Shares with respect to the transfer of Offered Shares specified in the Sale Notice but not with respect to any subsequent transfer/disposal
- 9 6 No Tag Member shall be required to give any representations or warranties other than warranties to title, authority to transfer and the absence of any Encumbrances on the Tag-Along Shares
- 9 7 In the event that the Selling Member fails to comply with any material provision of this Article, including without limitation its obligation to deliver a Sale Notice, or if the Tag-Along Share are not purchased by the Buyer in accordance with this Article, the Selling Member shall not be permitted to sell any Offered Shares to the Buyer
- 9 8 No Tag-Along Share, if any, or Offered Shares shall be transferred or disposed of to the Buyer unless the transfer or disposal of all the Tag-Along Share, if any, is completed simultaneously
- 9 9 If an unconnected Buyer makes an offer to any Members(s) to purchase a Controlling Interest (the "**Offer**") and the holders of not less than fifty (50) per cent of all the Shares then in issue (the "**Accepting Shareholders**") have indicated that they wish to accept, then the Accepting Shareholders shall give written notice to the remaining holders of the Shares (the "**Other Shareholders**") and the Company of their wish to accept the Offer and the Other Shareholders shall thereupon
- (a) become bound to accept the Offer in respect of a Pro Rata Portion of Shares held by him,
  - (b) if the Accepting Shareholders have indicated that they wish to accept a contemporaneous offer from the Buyer in respect of any Loan Notes held and/or beneficially owned by them, be deemed to have accepted that offer in respect of any Loan Notes held and/or beneficially owned by them or any of their Associates (on the same terms for each series of Loan Notes as those the subject of the offer to the Accepting Shareholders for that series of Loan Notes or, if the Accepting Shareholders do not hold Loan Notes of the same series, for the series held by them), on the same terms, including as to price per €1 nominal of Loan Notes, and
  - (c) become obliged to transfer or procure the transfer of such Shares, and if applicable Loan Notes, to the Buyer free from all Encumbrances and to

deliver up to the Buyer an executed transfer of such Shares, and if applicable Loan Notes, and the certificate(s) in respect of the same on the date specified by the Accepting Shareholders

9 10 If any such non-accepting Member as is referred to in Article 9 9 shall not, within fourteen (14) days of becoming required to do so, deliver to the Buyer duly executed transfers in respect of the Shares and, if applicable, Loan Notes held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares, and if applicable Loan Notes. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares, and if applicable Loan Notes, and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares, and if applicable Loan Notes, shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article

9 11 For the purpose of ensuring that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this Article (and to that end for the purpose of determining whether one person is an Associate of another) the Directors may from time to time require any Member to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant for such purposes

## **10 SUBSIDIARIES**

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained

## **PART B**

### ***Directors' Powers and Responsibilities***

#### **11 DIRECTORS' GENERAL AUTHORITY**

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

#### **12 MEMBERS' RESERVE POWER**

12 1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action

- 12 2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

### **13 DIRECTORS MAY DELEGATE**

- 13 1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions

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

- 13 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

- 13 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

### **14 COMMITTEES**

- 14 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors

- 14 2 A member of a committee need not be a Director

- 14 3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them

#### ***Decision-Making by Directors***

### **15 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 15 1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 16

- 15 2 If

- (a) the Company only has one Director, and



- (b) no provision of these Articles requires it to have more than one Director,
- the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making

## **16 UNANIMOUS DECISIONS**

- 16 1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter
- 16 2 Such a decision may take the form of a resolution in writing signed by each eligible Director (whether or not each signs the same document) or to which each eligible Director has otherwise indicated agreement in writing
- 16 3 References in these Articles to "**eligible Directors**" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of that particular matter)
- 16 4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting

## **17 CALLING A DIRECTORS' MEETING**

- 17 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
- 17 2 Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and, if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 17 3 Notice of a Directors' meeting need not be in writing and must be given to each Director provided that, if that Director is for the time being absent from the United Kingdom, he has given the Company his address for sending or receiving documents or information by electronic means outside the United Kingdom
- 17 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

## **18 PARTICIPATION IN DIRECTORS' MEETINGS**

- 18 1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with these Articles, and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 18 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

- 18 3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

## **19 QUORUM FOR DIRECTORS' MEETINGS**

- 19 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

- 19 2 Subject to the provisions of Part A of these Articles, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is two provided that

- (a) if and so long as there is only one Director the quorum shall be one, and
- (b) for the purposes of any meeting held pursuant to Article 22 to authorise a Director's conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one

- 19 3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further directors, or to call a general meeting so as to enable the Members to appoint further Directors

## **20 CHAIRING OF DIRECTORS' MEETINGS**

- 20 1 The Directors may appoint a Director to chair their meetings and the first chairman shall be Georges Bensoussan

- 20 2 The person so appointed for the time being is known as the chairman

## **21 CASTING VOTE**

- 21 1 If the numbers of votes for and against a proposal are equal, the chairman has a casting vote

## **22 DIRECTORS' INTERESTS AND CONFLICTS**

- 22 1 Subject to the provisions of the Companies Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this Article, he would or might be in breach of his duty under the Companies Act to avoid conflicts of interest

- (a) be a party to, or otherwise interested in, any proposed or actual transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) be a director or other officer of, or employed by, or a party to any proposed or actual transaction or arrangement with, or hold shares or other securities in or be otherwise interested in, any Group Company, or any undertaking promoted by any Group Company or in which any Group Company is otherwise interested, or

- (c) be a director or other officer of, or employed by, or party to any transaction or arrangement with, or otherwise interested in, a Member or any undertaking in the same group as a Member, or any undertaking in which a Member or an undertaking in the same group as a Member is interested

**22 2 No Director shall**

- (a) by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under Article 22 1 (and no such benefit shall constitute a breach of the duty under the Companies Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit),
- (b) be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under Article 22 1,
- (c) be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 22 1(a) or 22 1(b) if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection,
- (d) be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information (or, if he is engaged in advising a Member as to investment decisions, information of a sensitive nature) obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 22 1(c), or through his dealings with the relevant Member, if his doing so would result in a breach of a duty or an obligation of confidence owed by him or by the Member in that connection or in relation to those dealings, or
- (e) be in breach of his duties as a Director by reason only of his passing information belonging to the Company or relating to its business or affairs to a Member entitled to such information

**22 3** A general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

**22 4** The Directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under the Companies Act to avoid conflicts of interest, and any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that

- (a) such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles, except that the Director concerned and any other Director with a similar interest
- (b) shall not count towards the quorum at the meeting at which the conflict is considered (nor be an eligible director for the purpose of Article 15),
- (c) may, if the other Directors so decide, be excluded from any meeting of the Directors while the conflict is under consideration, and
- (d) shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted, and
- (e) where the Directors give authority in relation to such a conflict
- (f) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned and any other Director with a similar interest as they may determine, including, without limitation, the exclusion of that Director and any other Director with a similar interest from the receipt of information, or participation in discussion or decision-making (whether at meetings of the Directors or otherwise) related to the conflict,
- (g) the Director concerned and any other Director with a similar interest will be obliged to conduct himself in accordance with any terms imposed by the Directors from time to time in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so,
- (h) the authority may provide that, where the Director concerned and any other Director with a similar interest obtains information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
- (i) the authority may also provide that the Director concerned or any other Director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict,
- (j) the receipt by the Director concerned or any other Director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act not to accept benefits from third parties,
- (k) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
- (l) the Directors may withdraw such authority at any time

22 5 Except to the extent that the Articles or the terms of any authority given under these Articles otherwise provide, and without prejudice to his obligation of disclosure in accordance with the Companies Act, a Director (including an alternate Director) shall

be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of the Directors or a committee of the Directors (or be an eligible director for the purposes of Article 16) on any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company

## **23 RECORDS OF DECISIONS TO BE KEPT**

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

## **24 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

### ***Appointment of Directors***

## **25 TERMINATION OF DIRECTOR'S APPOINTMENT**

25 1 A person ceases to be a Director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act or is prohibited from being a director by law,
- (b) a Bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder or physical incapacity of discharging his duties as a director,
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (f) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated

## **26 DIRECTORS' REMUNERATION**

26 1 Directors may undertake any services for the Company that the Directors decide

26 2 Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors, and for any other service which they undertake for the Company

26 3 Subject to these Articles, a Director's remuneration may take any form, and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

- 26 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

## **27 DIRECTORS' EXPENSES**

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

### ***Alternate Directors***

## **28 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 28 1 Any Director may appoint as an alternate any other Director or, with Board Approval, any other person to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor
- 28 2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the Company signed by his appointor, or in any other manner approved by the Directors

## **29 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 29 1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor
- 29 2 Except as these 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

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

- 29 3 A person who is an alternate director but not a Director
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
  - (b) may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate), and

- (c) shall not be counted as more than one Director for the purposes of Articles 29 3(a) and 29 3(b)
- 29 4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present
- 29 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

### **30 TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- (c) on the death of the alternate's appointor,
- (d) when the alternate's appointor's appointment as a Director terminates, or
- (e) when the alternate is removed in accordance with these Articles

### **Shares**

### **31 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 31 1 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution
- 31 2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares

### **32 PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES**

- 32 1 The Company may pay any person a commission in consideration for that person
  - (a) subscribing, or agreeing to subscribe, for Shares, or
  - (b) procuring, or agreeing to procure, subscription for Shares
- 32 2 Any such commission may be paid

- (a) in cash, or in a fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
- (b) in respect of a conditional or an absolute subscription

### **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 these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

### **34 FRACTIONAL ENTITLEMENTS**

34 1 Where there has been a consolidation or division of shares and, as a result, Members are entitled to fractions of Shares, the Directors may

- (a) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable,
- (b) authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
- (c) distribute the net proceeds of sale in due proportion among the holders of the Shares

34 2 Where any holder's entitlement to a portion of the proceeds of sale under Article 34 1 amounts to less than a minimum figure determined by the Directors, that Member's portion may be retained for the benefit of the Company

34 3 The person to whom the Shares are transferred pursuant to Article 34 1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

### ***Lien and Forfeiture***

### **35 COMPANY'S LIEN OVER SHARES**

35 1 The Company shall have a first and paramount lien on every Share (that is not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company (either alone or jointly with any other person) in order to fully pay that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article

35 2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen (14) clear days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or Bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of Article 7 shall apply to any sale of Shares made by the Company pursuant to this Article (on the basis that a Mandatory Transfer Notice



shall be deemed to have been given upon the expiry of such period of fourteen (14) clear days as is above referred to)

**35 3 The Company's lien over a Share**

- (a) takes priority over any third party's interest in that Share, and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share

**35 4 Where Shares are sold under this Article, the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser and the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale**

**35 5 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied**

- (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) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice

**35 6 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's lien on a specified date**

- (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 these Articles or by law, constitutes a good title to the Share

**36 CALL NOTICES**

**36 1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "call notice") to a Member requiring the Member to pay the Company a specified sum of money (a "call") which is payable in respect of his Shares at the date when the Directors decide to send the call notice**

**36 2 A call notice**

- (a) may not require a Member to pay a call which exceeds the total sum unpaid on the Shares (whether as to nominal value or any amount payable to the company by way of premium),

- (b) must state when and how any call to which it relates is to be paid, and
  - (c) may permit or require the call to be made in instalments
- 36 3 A Member must comply with the requirements of a call notice, but no Member is obliged to pay any call before fourteen (14) clear days have passed since the notice was sent
- 36 4 Before the Company has received any call due under a call notice, the Directors may revoke it wholly or in part or specify a later time for payment than is specified in the notice, in each case by a further notice in writing to the Member in respect of whose Shares the call is made

### **37 LIABILITY TO PAY CALLS**

- 37 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
- 37 2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- 37 3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times

### **38 WHEN CALL NOTICE NEED NOT BE ISSUED**

- 38 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share on allotment, on the occurrence of a particular event, or on a date fixed by or in accordance with the terms of issue
- 38 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

### **39 FAILURE TO COMPLY WITH CALL NOTICE AUTOMATIC CONSEQUENCES**

- 39 1 If a person is liable to pay a call and fails to do so by the call payment date the Directors may issue a notice of intended forfeiture to that person, and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- 39 2 For the purposes of this Article
- (a) the **"call payment date"** is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case it is that later date, and
  - (b) the **"relevant rate"** is

- (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 (5) per cent per annum

39 3 The relevant rate must not exceed by more than five (5) percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

39 4 The Directors may waive any obligation to pay interest on a call wholly or in part

#### **40 NOTICE OF INTENDED FORFEITURE**

A notice of intended forfeiture

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that Share (or all the joint holders of that Share) or to a Transmittree of that holder,
- (c) must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen (14) clear days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) 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

#### **41 DIRECTORS' POWER TO FORFEIT SHARES**

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

#### **42 EFFECT OF FORFEITURE**

42 1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that Share, and all claims and demands against the Company in respect of it, and all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

42 2 Any Share which is forfeited in accordance with these 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 and the provisions of Article 7 shall apply in relation to any proposed transfer of a Share pursuant to this Article 42 2 (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose)

**42 3 If a person's Shares have been forfeited**

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
- (b) that person ceases to be a Member 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

**42 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit**

**43 PROCEDURE FOLLOWING FORFEITURE**

**43 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**

**43 2 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a share has been forfeited on a specified date**

- (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 these Articles or by law, constitutes a good title to the Share

**43 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**

- 43 4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which was, or would have become, payable and had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

#### **44 SURRENDER OF SHARES**

- 44 1 A Member 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
- 44 2 The Directors may accept the surrender of any such Share
- 44 3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share
- 44 4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

#### **45 SHARE CERTIFICATES**

- 45 1 The Company must issue each Member, free of charge, with one or more certificates in respect of the Shares which that Member holds
- 45 2 Every certificate must specify
- (a) in respect of how many Shares, of what class, it is issued,
  - (b) the nominal value of those Shares,
  - (c) the amount (if any) paid up on them, and
  - (d) any distinguishing numbers assigned to them
- 45 3 No certificate may be issued in respect of Shares of more than one class
- 45 4 If more than one person holds a Share, only one certificate may be issued in respect of it
- 45 5 Certificates must
- (a) have affixed to them the Company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Act
- 45 6 The Directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by

some mechanical or other means, or printed on the certificate, or that certificates need not be signed

#### **46 REPLACEMENT SHARE CERTIFICATES**

46 1 If a certificate issued in respect of a Member's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Member is entitled to be issued with a replacement certificate in respect of the same Shares

46 2 A Member 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

#### **47 SHARE TRANSFERS**

47 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if the shares are not fully paid, the transferee

47 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

47 3 The company may retain any instrument of transfer which is registered

47 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

47 5 The Directors may refuse to register the transfer of any Share

- (a) which is not fully paid, to a person of whom they do not approve,
- (b) on which the Company has a lien,
- (c) unless
  - (i) it is lodged at its registered office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,
  - (ii) it is in respect of only one class of Shares,
  - (iii) it is in favour of not more than four transferees, and

- (iv) to a person who is (or whom the Directors reasonably believe to be) under eighteen (18) years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval

47 6 If the Directors refuse to register the transfer of a Share they shall within two (2) months after the date on which the transfer was lodged send the transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed transfer may be fraudulent, the instrument of transfer

#### **48 TRANSMISSION OF SHARES**

48 1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share. Nothing in these Articles releases the estate of a deceased Member from any liability in respect of a Share solely or jointly held by that Member

48 2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require

- (a) may, subject to these Articles (including without limitation Article 8 2), choose either to become the holder of those Shares or to have them transferred to another person, and

- (b) subject to these Articles as aforesaid and pending any transfer of the Shares to another person, has the same rights as the holder had

48 3 But Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares

#### **49 EXERCISE OF TRANSMITTEES' RIGHTS**

49 1 Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish

49 2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it

49 3 Any notice or transfer given or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred, and so that the notice or transfer is treated in the same way under these Articles as a transfer executed by that person

49 4 The Directors may at any time give notice to the Transmitttee requiring him to elect either to become a holder of the Shares or to transfer the Shares to another person, and if the notice is not complied with within sixty (60) days from the date of the notice, the Directors may withhold payment of all dividends and other monies payable in respect of the Shares until he complies with the notice

## **50 TRANSMITTEES BOUND BY PRIOR NOTICES**

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

### ***Dividends and Other Distributions***

## **51 PROCEDURE FOR DECLARING DIVIDENDS**

- 51 1 Subject to these Articles (including without limitation, Article 3 1), the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- 51 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
- 51 3 No dividend may be declared or paid unless it is in accordance with Members' respective rights
- 51 4 Except as the terms on which Shares are issued specify otherwise, all dividends must be paid by reference to each Member's holding of Shares on the date of the resolution or decision to declare or pay it
- 51 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 51 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
- 51 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

## **52 CALCULATION OF DIVIDENDS**

- 52 1 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be declared and paid according to the amounts paid up on the Shares on which the dividend is paid and apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid
- 52 2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly
- 52 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount



## **53 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

53 1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means

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

53 2 Dividends may be paid in such manner as the Directors decide and may be declared or paid in any currency. The Directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on his Shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the company or any other person to bear the costs involved

53 3 In these 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 Transmittree

## **54 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY**

54 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

54 2 Money so deducted must be used to pay any of the sums payable in respect of that Share

54 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

#### **55 NO INTEREST ON DISTRIBUTIONS**

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

#### **56 UNCLAIMED DISTRIBUTIONS**

56 1 All dividends or other sums which are payable in respect of Shares and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

56 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

56 3 If twelve (12) years have passed from the date on which a dividend or other sum became due for payment, and the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

#### **57 NON-CASH DISTRIBUTIONS**

57 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)

57 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

## **58 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

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

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

### ***Capitalisation of Profits***

## **59 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

59 1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution

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

59 2 Capitalised sums must be applied on behalf of the persons entitled, and in the same proportions as a dividend would have been distributed to them

59 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

59 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, 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

59 5 Subject to these Articles, the Directors may

- (a) apply capitalised sums in accordance with Articles 59 3 and 59 4 partly in one way and partly in another,

- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article

### ***Organisation of General Meetings***

#### **60 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 60 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
- 60 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
- 60 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
- 60 4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other
- 60 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

#### **61 QUORUM FOR GENERAL MEETINGS**

- 61 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 61 2 Subject to Article 3 6(a) of Part A, any two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation that is a Member shall be a quorum at a general meeting save that in the case of an adjourned general meeting pursuant to Article 3 6(c), any one such person shall be a quorum

#### **62 CHAIRING GENERAL MEETINGS**

- 62 1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

62 2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present, or (if no Directors are present) the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

62 3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting"

### **63 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

63 1 Directors may attend and speak at general meetings, whether or not they are Members

63 2 The chairman of the meeting may permit other persons who are not Members, or otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting

### **64 ADJOURNMENT**

64 1 Subject to any provision to the contrary contained in Part A of these Articles, if the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it Subject to any provision to the contrary contained in Part A as aforesaid, if at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum

64 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

64 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

64 4 Subject to any applicable provisions of Part A of these Articles with regard to the timing and location of any adjourned meeting, when adjourning a general meeting, the chairman of the meeting must

- (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

64 5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it

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

(b) containing the same information which such notice is required to contain

64 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***

#### **65 VOTING· GENERAL**

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

#### **66 ERRORS AND DISPUTES**

66 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

66 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

#### **67 POLL VOTES**

67 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

67 2 A poll on a resolution may be demanded by any qualifying person (as defined in section 318 of the Companies Act) present and entitled to vote on the resolution

67 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 be taken to have invalidated the result of a show of hands declared before the demand was made

67 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **68 CONTENT OF PROXY NOTICES**

- 68 1** Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- (a) states the name and address of the Member appointing the proxy,
  - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
  - (d) is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll))
- 68 2** The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 68 3** Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so
- 68 4** On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and
- (a) has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it, or
  - (b) has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution
- the proxy is entitled to one vote for and one vote against the resolution
- 68 5** Unless a proxy notice indicates otherwise, it must be treated as
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

## **69 DELIVERY OF PROXY NOTICES**

- 69 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
- 69 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
- 69 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 69 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

## **70 AMENDMENTS TO RESOLUTIONS**

- 70 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
- 70 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
- 70 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

## **71 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY**

No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, or in relation to any written resolution of the Company unless all amounts payable to the Company in respect of that Share have been paid

### ***Application of Rules to Class Meetings***



## **72 CLASS MEETINGS**

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

## **73 MEANS OF COMMUNICATION TO BE USED**

- 73 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 73 2 Except insofar as the Companies Act requires otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead
- 73 3 In the case of joint holders of a Share, except insofar as these Articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of Members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders
- 73 4 In the case of a Member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation
- 73 5 A Member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such Member shall be entitled to receive any notice, document or other information from the Company. If the address is that Member's address for sending or receiving documents or information by electronic means the Directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address
- 73 6 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

- 73 7 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

#### **74 WHEN INFORMATION DEEMED TO HAVE BEEN RECEIVED**

Any document or information sent or supplied by the Company or a Member shall be deemed to have been received by the intended recipient

- (a) where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- (b) where (without prejudice to Article 73 5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five (5) working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- (c) where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent,
- (d) where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent,
- (e) where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website

#### **75 COMPANY SEALS**

- 75 1 Any common seal may only be used by the authority of the Directors
- 75 2 The Directors may decide by what means and in what form any common seal is to be used
- 75 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 75 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

## **76 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 or pursuant to the provisions of the Shareholders' Agreement, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

## **77 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

## **78 SECRETARY**

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

### ***Directors' Indemnity and Insurance***

## **79 INDEMNITY**

79 1 Subject to Article 79 2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled)

- (a) a Relevant Officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against
  - (i) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or a group undertaking,
  - (ii) any liability incurred by that officer in connection with the activities of the Company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act),
  - (iii) any other liability incurred by that officer as an officer of the Company or a group undertaking,
- (b) the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings brought or threatened against him

in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its group undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable a director to avoid incurring such expenditure

- 79 2 This Article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law

## **80 INSURANCE**

- 80 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss

- 80 2 In this Article, a "**relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer's duties or powers in relation to the Company, any of its group undertakings or any pension fund or employees' share scheme of the Company or of any of its group undertakings