

Company no· 09867524

PRIVATE COMPANY LIMITED BY SHARES

NOTICE OF WRITTEN RESOLUTION

OF

MILLER WATES (SOUTHWATER) LIMITED (the "Company")

Notice is hereby given that in accordance with Chapter 2 of Part 13 of the Companies Act 2006, the following special resolution was passed by the sole shareholder of the Company by way of a written resolution on **11 December** 2015

"SPECIAL RESOLUTION

THAT

- 1 the regulations contained in the document attached hereto, and for the purposes of identification signed by a director, be and are hereby approved and adopted as the articles of association of the Company (the "**New Articles**") in substitution for, and to the exclusion of, the existing articles of association of the Company,
- 2 the one issued ordinary share of £1 00 in the capital of the Company be and is reclassified as one B ordinary share of £1 00 in the capital of the Company, such share having the rights and being subject to the restrictions set out in the New Articles, and
- 3 in accordance with section 551 of the Companies Act 2006 the Directors be and are generally and unconditionally authorised to allot equity shares (as defined in section 560 of the 2006 Act) in the Company up to an aggregate nominal amount of £999 divided into the following classes of shares
 - (i) 500 A ordinary shares of £1 00 each, and
 - (ii) 499 B ordinary shares of £1 00 each,

provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date five years from the date on which this resolution is passed "

Martin Leach

Director for and on behalf of
Miller Wates (Southwater)
Limited

Date **11 December** 2015

THURSDAY



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COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
MILLER WATES (SOUTHWATER) LIMITED
Registered No. 9867524

Adopted by special resolution passed by way of written resolution on 11 December 2015

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Company number. 9867524

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF**

MILLER WATES (SOUTHWATER) LIMITED

(Adopted by special resolution passed on 11 December 2015)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

A Director	means any director appointed by the holder of a majority of the A Shares,
A Share	means an ordinary share of £1 in the capital of the Company designated as an A Share,
Act	means the Companies Act 2006,
Appointor	has the meaning given in article 9.1,
Articles	means the Company's articles of association for the time being in force,
B Director	means any director appointed by the holder of a majority of the B Shares,
B Share	means an ordinary share of £1 in the capital of the Company designated as a B Share,
Business Day	means any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are generally open for business,
Conflict	has the meaning given in article 6.1,
Eligible Director	means any Eligible A Director or Eligible B Director (as the case may be),
Eligible A Director	means any A Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter),
Eligible B Director	means a B Director who would be entitled to vote on the matter at a meeting of directors (but excluding any B Director whose vote is

not to be counted in respect of the particular matter),

Group

in relation to an undertaking that undertaking and any undertaking of which it is a subsidiary undertaking (its parent undertaking) and any other subsidiary undertaking of its parent, and undertaking, subsidiary undertaking, and parent undertaking have the meanings given to them in sections 1161 and 1162 of the Act, and

Model Articles

means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and **Model Article** shall be a reference to an article of the Model Articles

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles
- 1 8 Model Articles 6(2), 7, 8, 9(1) and (3), 10 to 14 (inclusive), 16 to 18 (inclusive), 22, 26(1), 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2) and 50 to 53 (inclusive) shall not apply to the Company
- 1 9 Model Article 20 (Directors' expenses) shall be amended by the insertion of the words *"(including alternate directors) and the secretary" before the words "properly incur"*
- 1 10 Model Article 25(2)(c) shall be amended by the deletion of the words *"evidence, indemnity and the payment of a reasonable fee"* and the insertion of the words *"evidence and indemnity"*

DIRECTORS

2 DIRECTORS' MEETINGS

- 2 1 Any decision of the directors must be taken at a meeting of directors in accordance with these articles or must be a decision taken in accordance with article 3
- 2 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit Board meetings will be held at least every three months
- 2 3 All decisions made by any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless
- 2 3 1 more votes are cast for it than against it, and
- 2 3 2 at least one Eligible A Director (or his alternate) and one Eligible B Director (or his alternate) who is participating in the meeting of the directors or of the committee of the directors have voted in favour of it
- 2 4 Except as provided by article 2 8, each director has one vote at a meeting of directors The chairman shall not have a second or casting vote
- 2 5 If at any time before any meeting of the directors or any committee of the directors all A Directors participating or all B Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) being a date not later than 14 days later than the date for which the meeting was first convened then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made No meeting of directors may be adjourned or reconvened pursuant to this article 2 5 more than once
- 2 6 A committee of the directors must include at least one A Director and one B Director The provisions of articles 5 and 2 shall apply equally to any meeting of a committee of directors as to meetings of directors
- 2 7 All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum, and accordingly, subject to article 5, a meeting of the directors or committee of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting is located
- 2 8 If the shareholders are not represented at any meeting of the directors or of any committee of the directors by an equal number of Eligible A Directors and Eligible B Directors (whether participating in person or by an alternate), then one of the Eligible Directors so nominated by the shareholder who is represented by fewer Eligible Directors shall be entitled at that meeting to such additional vote or votes as shall result in the Eligible Directors so participating representing each shareholder having in aggregate an equal number of votes

- 2 9 Where a shareholder or a person controlled by or connected with any shareholder (for the purposes of this article, a **relevant person**) is a party to a contract with the Company and such relevant person is in breach of such contract, the Company shall be entitled to enforce the Company's rights under such contract. To that end, should any dispute arise between the directors as to whether the Company's rights in relation to the breach should be so enforced, any directors appointed by such shareholder shall have no part (whether through the exercise of voting rights at board meetings or otherwise) in the Company's decision as to whether or not to enforce such breach (save that any such director(s) shall retain the right to attend and speak at such meetings, other than at any part of such meeting where legally privileged advice is being discussed) or in the conduct of any proceedings taken by the Company for the purposes of such enforcement. Notwithstanding the provisions of Articles 2, 3, 4 and 5 of the Articles, the remaining directors, howsoever appointed, shall have full conduct of such proceedings and shall be entitled to constitute a quorum at any board meeting convened for the purpose of considering such proceedings.

3. DIRECTORS' RESOLUTIONS

- 3 1 Decisions of the directors may be taken in the form of a resolution in writing, copies of which have been signed by each Eligible Director.
- 3 2 References in this article 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.
- 3 3 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.

4 CALLING A DIRECTORS' MEETING

- 4 1 Any director may call a directors' meeting by giving not less than 7 days' notice of the meeting (or such lesser notice as at least one A Director and one B Director may agree) to the directors or by authorising the company secretary (if any) to give such notice in accordance with this article.
- 4 2 Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or sent in writing (including by email) to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned.
- 4 3 A director may waive notice of any meeting either prospectively or retrospectively.
- 4 4 Notice of any directors' meeting must be accompanied by
- 4 4 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and
 - 4 4 2 copies of all papers to be discussed at the meeting.
- 4 5 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all of the directors present at the meeting agree in writing.

5. QUORUM FOR DIRECTORS' MEETINGS

- 5 1 Subject to article 2 9, the quorum at any meeting of the directors shall be two directors, of whom one at least shall be an Eligible A Director and one at least an Eligible B Director. A

person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum as an Eligible A Director or an Eligible B Director (as the case may be) reflecting the designation of his appointor

- 5 2 Subject to article 2 9, no business shall be transacted at any meeting of the directors unless a quorum is present at the commencement of the meeting and also when that business is voted on
- 5 3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting as set out in the notice of meeting then the meeting shall be adjourned for not less than five Business Days and not more than ten Business Days and shall resume at the same time and place
- 5 4 The post of chairman of the directors will be held by an A Director and by a B Director in alternate calendar years. An A Director shall be the chairman in the first calendar year. The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting

6 DIRECTORS' INTERESTS

- 6 1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by a director which would, if not so authorised, involve a breach of duty by a director under section 175 of the Act to avoid conflicts of interest (a **Conflict**). Any authorisation of a matter or situation under this Article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised
- 6 2 The relevant director seeking authorisation of the Conflict (the **Interested Director**) must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders
- 6 3 Any authorisation by the shareholders of a Conflict may (whether at the time of giving the authorisation or subsequently)
 - 6 3 1 provide that the Interested Director be excluded from the receipt of documents and information, the participation in discussions and/or the making of decisions (whether at meetings of the directors or otherwise) related to the Conflict,
 - 6 3 2 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit,
 - 6 3 3 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - 6 3 4 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

- 6 4 The Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict and the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation
- 6 5 The shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 6 6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other shareholder of such shareholder's Group, and no authorisation under article 6 1 shall be necessary in respect of any such interest
- 6 7 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares on a confidential basis such information concerning the business and affairs of the Company as he shall at his discretion see fit including, for the avoidance of doubt, all papers distributed to the directors, subject only to the condition that if there be more than one A shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing
- 6 8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the shareholders in accordance with this article (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 6 9 A director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 6 10 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 6 9
- 6 11 Subject, where applicable, to the disclosures required under article 6 9 and article 6 10, to any terms and conditions imposed by the shareholders in accordance with article 6 3 or the terms of any agreement to which all shareholders for the time being have agreed to be bound, a director who is in any way interested in (whether directly or indirectly) a proposed or existing transaction or arrangement with the Company
- 6 11 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 6 11 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

- 6 11 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested
 - 6 11 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
 - 6 11 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
 - 6 11 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 6 12 A director need not declare an interest under article 6 9 or article 6 10 as the case may be
- 6 12 1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
 - 6 12 2 of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware,
 - 6 12 3 if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware, or
 - 6 12 4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

7. APPOINTMENT AND REMOVAL OF DIRECTORS

- 7 1 The holder of a majority of the A Shares for the time being shall be entitled to appoint three persons to be A Directors and the holder of a majority of the B Shares for the time being shall be entitled to appoint three persons to be B Directors provided always that there are an equal number of A Directors and B Directors
- 7 2 Any A Director may at any time be removed from office by the holder of a majority of the A Shares and any B Director may at any time be removed from office by the holder of a majority of the B Shares
- 7 3 If any A Director or any B Director shall die or be removed from or vacate office for any cause, the holder of a majority of the A Shares (in the case of an A Director) or the holder of a majority of the B Shares (in the case of a B Director) shall appoint in his place another person to be an A Director or a B Director (as the case may be)
- 7 4 Any appointment or removal of a director pursuant to this article 7 shall be in writing and signed by or on behalf of the holder of a majority of the issued A Shares or B Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office or delivered to a duly constituted meeting of the directors of the Company,

and on the director, in the case of his removal Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice

7 5 The right to appoint and to remove A or B Directors under this article 7 shall be a class right attaching to the A Shares and the B Shares respectively

7 6 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation

7 7 The office of a director shall be vacated

- (a) if he becomes bankrupt or suspends payment of or compounds with his creditors,
- (b) if (not being a director holding executive office as such for a fixed term) by notice in writing to the Company he resigns his office,
- (c) if he is prohibited by law from being a director or ceases to be a director by virtue of the Act or any statutory modification or re-enactment thereof,
- (d) if, not being an A Director or a B Director, he is removed from office (i) by notice in writing signed by all his co-directors, or (ii) by ordinary resolution of the Company's shareholders and served upon him, and/or
- (e) if he shall for more than twelve months have been absent without permission of the directors from meetings of the directors held during that period and a majority of the other directors resolve that his office be vacated

7 8 No A Director or B Director shall be appointed or removed otherwise than pursuant to this article 7, save as provided by law

8. NUMBER OF DIRECTORS

The number of directors shall not be less than four and no more than sixteen No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director by reason of his having attained any particular age No shareholding qualification for directors shall be required

9. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

9 1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other person (whether or not a director except for an existing director representing the other class of shares) to be an alternate director and may remove from office an alternate director appointed by him In these articles, where the context so permits, the term "**A Director**" or "**B Director**" shall include an alternate director appointed by an A Director or a B Director as the case may be A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise

9 2 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his Appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the powers, functions and responsibilities of his Appointor in relation to the taking of decisions by the directors in his absence An alternate director who is

already a director of the Company in his own right, will also be a director (and may vote) in his own right

9 3 An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director as such appointing director may by notice in writing to the Company from time to time direct

9 4 Any appointment or removal of an alternate must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors

9 5 The notice must

9 5 1 identify the proposed alternate and in the case of a notice of appointment contain such particulars in relation to the proposed alternate as would be required to be delivered to the Company in relation to a person being appointed as a director, and

9 5 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

9 6 An alternate director's appointment as an alternate terminates

9 6 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

9 6 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,

9 6 3 on the death of the alternate's Appointor, or

9 6 4 when the alternate's Appointor's appointment as a director terminates

10. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

10 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

10 2 Except where the Articles specify otherwise, alternate directors

10 2 1 are deemed for all purposes to be directors,

10 2 2 are liable for their own acts and omissions,

10 2 3 are subject to the same restrictions as their Appointors and

10 2 4 are not deemed to be agents of or for their Appointors,

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

- 10 3 A person who is an alternate director but not a director may, subject to him being an Eligible Director
- 10 3 1 be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is an Eligible Director and is not participating),
- 10 3 2 participate in a decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate), and
- 10 3 3 shall not be counted as more than one director for the purposes of articles 10 3 1 and 10 3 2
- 10 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

11. SECRETARY

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

SHARES AND DISTRIBUTIONS

12. SHARE CAPITAL

- 12 1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares
- 12 2 On the transfer of any share as permitted by these Articles
- 12 2 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and
- 12 2 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

- 12 3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative For the purpose of this article, one holder

present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

- 12 4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

12 4 1 any alteration in the articles of association of the Company,

12 4 2 any increase or reduction or subdivision or consolidation redenomination, or purchase or redemption by the Company of its own shares or other alteration in the issued share capital of the Company or any of the rights attaching to any share, and

12 4 3 any resolution to put the Company into liquidation

13. UNISSUED SHARES

- 13 1 No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment every shareholder for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee

- 13 2 No share of any class nor any right to subscribe for or convert any security into a share of any class shall be allotted otherwise than to the holder of a share of that same class

- 13 3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of any equity security where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

14. AUTHORITY TO ALLOT SHARES

- 14 1 Subject to the remaining provisions of this article 14, the directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to

14 1 1 offer, allot or grant rights to subscribe for, or

14 1 2 convert securities into, or

14 1 3 otherwise deal in, or dispose of

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

- 14 2 The authority in article 14 1

14 2 1 shall be limited to a maximum nominal amount of £500 A Shares and £500 B Shares or such other amount as may from time to time be authorised by the Company in general meeting,

14 2 2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and

14 2 3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or

agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

15. SHARE TRANSFERS

- 15 1 All transfers of shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 or in any other form which the directors may approve
- 15 2 No shareholder shall sell, transfer, create a trust over, assign, pledge, charge, create an encumbrance over or otherwise dispose of any share or any interest in any share except
- 15 2 1 with the prior written consent of all shareholders for the time being,
- 15 2 2 in accordance with the terms of any agreement to which all shareholders for the time being have agreed to be bound, or
- 15 2 3 in accordance with article 15 4
- 15 3 The restrictions on transfer contained in this article 15 shall apply to all transfers and transmissions by operation of law
- 15 4 A shareholder may at any time transfer all (but not some only) of its shares in the Company to a company which is a member of the same Group as such shareholder provided that it gives at least 14 days written notice to the other shareholders and the Company in accordance with article 19 and such transfer is not prejudicial to the Company or its shareholders. Where the transferee company ceases to be a member of the same Group as the transferor, it shall forthwith transfer such shares (and any further shares allotted to it) back to the transferor. If the transferee company fails to make a transfer in accordance with this article 15 4 the Company may execute a transfer of the shares on behalf of the transferee company and register the transferor as the holder of such shares
- 15 5 Subject to article 15 7 the directors shall forthwith register any duly stamped transfer made in accordance with this article 15 and shall not have any discretion to register any transfer of shares which has not been made in compliance with this article 15
- 15 6 The directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require to ensure compliance with this article 15. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction
- 15 7 The directors may, as a condition to the registration of any transfer of shares in the Company (whether in accordance with article 15 4 or otherwise) require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed

in accordance with this article 15 7, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

DECISION-MAKING BY SHAREHOLDERS

16. VOTING

- 16 1 At a general meeting, on a show of hands every shareholder present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote and on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder, except that
- 16 1 1 no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right,
- 16 1 2 on a resolution to remove from office an A Director, any holder of A Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution, and
- 16 1 3 on a resolution to remove from office a B Director, any holder of B Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution
- 16 2 The chairman of the board of directors shall chair general meetings The chairman shall not have a second or casting vote If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 16 3 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 16 4 Model Article 44(3) shall be amended by the insertion of the words "*A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made*" as a new paragraph at the end of that article
- 16 5 Model Article 44(4) shall be amended by the deletion of the word "*immediately*" and the insertion in its place of the words "*at the general meeting at which they are demanded*"

17 PROXIES

- 17 1 Model Article 45(1)(d) shall be deleted and replaced with the words "*is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate*"
- 17 2 Model Article 45(1) shall be amended by the insertion of the words "*and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting*" as a new paragraph at the end of that article

18. QUORUM

- 18 1 A quorum at a general meeting shall comprise two persons present in person or by proxy, of whom one shall be a holder of A Shares or duly authorised representative of such holder and one shall be a holder of B Shares or duly authorised representative of such holder
- 18 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on
- 18 3 If within 30 minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall be dissolved

ADMINISTRATIVE ARRANGEMENTS

19. MEANS OF COMMUNICATION TO BE USED

- 19 1 Subject to articles 19 2 and 19 3, any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 19 1 1 if properly addressed and sent by prepaid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9am on the second Business Day after it was posted,
- 19 1 2 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 00 am on the fifth Business Day after posting, or
- 19 1 3 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or
- 19 1 4 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 19 1 5 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 19 1 6 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website
- 19 2 If deemed receipt under the previous paragraphs of this article 19 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 on the day when business next starts in the place of deemed receipt For the purposes of this article, all references to time are to local time in the place of deemed receipt
- 19 3 Any notice, document or other information served on, or delivered on, an intended recipient under article 15 may not be served or delivered in electronic form (including by fax) or by means of a website
- 19 4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

- 19 5 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders

20 INDEMNITY

- 20 1 Subject to the provisions of, and so far as may be permitted by and consistent with the Act, every director shall be indemnified by the Company out of its own funds against

20 1 1 any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company other than

- (a) any liability to the Company, and
- (b) any liability of the kind referred to in Section 234(3) of the Act, and
- (c) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office

- 20 2 Where a director is indemnified against any liability in accordance with this article 20, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto

- 20 3 Subject to the provisions of the Act, the Company (a) may provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal, civil or regulatory proceedings or in connection with any application under the provisions mentioned in Sections 205 or 206 of the Act and (b) may do anything to enable a director to avoid incurring such expenditure, but so that the terms set out in Section 205(2) of the Act shall apply to any such provision of funds or other things done in connection with an application made under Section 205(1) of the Act

21. INSURANCE

- 21 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

- 21 2 In this article 21

21 2 1 a **relevant officer** means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

21 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company