

Company number 9911707

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

of

**BAINES HOLDINGS LIMITED (Company)**

*12<sup>th</sup> February* 2016

TUESDAY



By written resolutions dated *12<sup>th</sup> February* 2016 the members of the Company RESOLVED and agreed that the following resolutions be passed as special resolutions of the Company

**SPECIAL RESOLUTIONS**

- 1 The regulations contained in the printed document annexed to the Resolutions marked "A" (the Articles") be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of the Company
- 2 In accordance with section 551 of the Companies Act 2006, the directors of the Company be generally and unconditionally authorised to allot 6 ordinary shares of £1 each in the capital of the Company and 40,000 preference shares of £1 each in the capital of the Company provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling five years after the date on which this resolution is save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors of the Company may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired This authority is in substitution for all previous authorities conferred on the directors of the Company
- 3 In accordance with section 570 of the Companies Act 2006, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 of the Companies Act 2006) pursuant to the authority conferred to them by resolution 2, as if section 561(1) of the Companies Act 2006 did not apply to any such allotment, provided that this power shall
  - 3 1 be limited to the allotment of the 6 ordinary shares of £1 each in the capital of the Company and 40,000 preference shares of £1 each in the capital of the Company referred to in resolution 2, and

- 3 2      expire on the date falling five years after the date on which this resolution is passed (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors of the Company may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired

A handwritten signature in black ink, appearing to be 'R. S. S.', enclosed within a horizontal oval shape.

Director

Company No: 9911707

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

(Adopted by special resolution passed on 12<sup>th</sup> February 2016)

**INTRODUCTION**

**1. Interpretation**

1.1 In these Articles, unless the context otherwise requires

**Act:** means the Companies Act 2006,

**Appointor:** has the meaning given in article 11.1,

**Articles:** means the company's articles of association for the time being in force,

**Available Profits:** the profits available for distribution within the meaning of Part 23 the Act,

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

**Conflict:** means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company,

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 7 any director whose vote is not to be counted in respect of the particular matter),

**Group:** the company, any subsidiary or any holding company of the company from time to time, and any subsidiary from time to time of a holding company and member of the Group and/or Group Company shall mean any of them,

**holding company:** has the meaning given in article 1.6,

**Interested Director:** has the meaning given in article 7.1,

**Interest Rate:** the rate of 8% per annum above the base rate from time to time of Barclays Bank Plc,

**Member:** means a holder of Shares,

**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 reference to a numbered "Model Article" is a reference to that article of the Model Articles, and

**Ordinary Shares:** means ordinary shares of £1 each in the capital of the company,

**Ordinary Shareholder:** means a holder for the time being of any Ordinary Shares and shall include the personal representatives of a deceased holder,

**Preference Dividend:** has the meaning given in article 16 1,

**Preference Shares:** means preference shares of £1 each in the capital of the company,

**Preference Shareholder:** means a holder for the time being of any Preference Shares and shall include the personal representatives of a deceased holder,

**Shares:** means Ordinary Shares or Preference Shares,

**subsidiary:** has the meaning given in article 1 6

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. The final paragraph of Model Article 1 shall not apply to the company

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 a numbered "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise in these Articles, 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 whether before or after the date of adoption of these Articles, and

1 5 2 any amendment or re-enactment, whether before or after the date of adoption of these Articles, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

This article 1 5 shall not apply to the definition of Model Articles in article 1 1

- 1 6 A reference to a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee
- 1 7 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 8 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 1 9 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1 10 Article 7 of the Model Articles shall be amended by
- 1 10 1 the insertion of the words "for the time being" at the end of Article 7(2)(a) of the Model Articles, and
- 1 10 2 the insertion in Article 7(2) of the Model Articles of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 11 Article 17(1) of the Model Articles shall be amended by the insertion of the words "provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise determined in accordance with these articles" at the end of that article
- 1 12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 14 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 15 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

## DIRECTORS

## **2. Unanimous decisions**

- 2 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
- 2 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing
- 2 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

## **3. Calling a directors' meeting**

Any director may call a directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

## **4. Quorum for directors' meetings**

- 4 1 Subject to article 4 2 the quorum necessary for the transaction of business at a meeting of the directors is any two Eligible Directors provided however that such number shall be reduced to one at any times when the company only has one director appointed
- 4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director

## **5. No casting vote at director's meetings**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

## **6. Transactions or other arrangements with the company**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- 6 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- 6 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing contract or proposed transaction, arrangement or contract in which he is interested,

- 6 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 existing or proposed transaction, arrangement or contract in which he is interested,
- 6 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 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 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

## **7. Directors' conflicts of interest**

- 7 1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Act to avoid a Conflict
- 7 2 Any authorisation under this article 7 will be effective only if
  - 7 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
  - 7 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
  - 7 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 7 3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently)
  - 7 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

- 7 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 7 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 7 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 7 3 5 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
- 7 3 6 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
- 7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 7 5 The directors 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
- 7 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, any shareholder who appointed him as a director of the company, or any other member of such shareholder's Group, and no authorisation under article 7 1 shall be necessary in respect of any such interest
- 7 7 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 directors in accordance with these Articles or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 7 8 Subject to sections 177(5) and 177(6) of the Act, 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
- 7 9 Subject to sections 182(5) and 182(6) of the Act, 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 7 8

**8. Records of decisions to be kept**

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

**9. Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be a minimum of one but there shall be no maximum and if there shall, at any time, be only one director appointed that director shall have authority to exercise all of the powers and discretions that are vested in the directors of the company generally

**10. Appointment of directors**

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

**11. Appointment and removal of alternate directors**

- 11 1 Any director (other than an alternate director) ("Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

11 1 1 exercise that director's powers, and

11 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor

- 11 2 Any appointment or removal of an alternate director must be effected by notice in writing to the company signed by the Appointor, or in any other manner approved by the directors

- 11 3 The notice must

11 3 1 identify the proposed alternate, and

11 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

**12. Rights and responsibilities of alternate directors**

12 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

12 2 Except as these Articles specify otherwise, alternate directors

12 2 1 are deemed for all purposes to be directors,

12 2 2 are liable for their own acts and omissions,

12 2 3 are subject to the same restrictions as their Appointors, and

12 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

12 3 A person who is an alternate director but not a director

12 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

12 3 2 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

12 3 3 shall not be counted as more than one director for the purposes of articles 12 3 1 and 12 3 2

12 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

12 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his Appointor but shall not be 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 from time to time

### **13. Termination of alternate directorship**

An alternate director's appointment as an alternate director (in respect of a particular Appointor) terminates

13 1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

13 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,

13 3 on the death of the alternate's Appointor, or

13 4 when the alternate's Appointor ceases to be a director for whatever reason or on whatever basis

#### **14. 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**

#### **SHARES**

#### **15. Share Capital**

15 1 The authorised share capital of the company shall be divided into Ordinary Shares and Preference Shares with such rights attaching thereto as are set out in these Articles

15 2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue

15 3 The Ordinary Shares and the Preference Shares shall each be deemed to represent separate classes of shares for such purposes as are specifically provided for in these Articles, but otherwise shall rank *pari passu* in all respects as if they constituted one class of shares

#### **16. Dividends**

The rights as regards income attaching to each class of Shares shall be as follows

16 1 The company shall, without resolution of the directors of the company or of the company in general meeting and before application of any profits to reserve or for any other purpose first pay in respect of each Preference Share, a fixed cumulative preferential dividend at the annual rate of 3% (excluding any associated tax credit) on the capital for the time being paid up on such Preference Share which shall be paid in one instalment on 1<sup>st</sup> January in each year to the person registered as the holder of such Preference Share at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365 day year (**Preference Dividend**) The first payment shall be made on 1<sup>st</sup> January 2017 for the period from and including the date of issue of such Preference Share to such date

16 2 Each Preference Dividend shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of Members in respect of share capital

- 16 3 Each Preference Dividend shall, provided the company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the company on the relevant payment date specified in article 16 1 If and to the extent that the debt so constituted is not paid in full on the payment date concerned, the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the payment date concerned to the date of actual payment
- 16 4 If the company is unable to pay in full on the due date any Preference Dividend by reason of having insufficient Available Profits then it shall on such date pay the same to the extent that it is lawfully able to do so and the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the payment date concerned down to and including the date of actual payment Such interest shall accumulate and form part of the Preference Dividend to which it relates It shall not therefore become payable until the company has sufficient Available Profits with which to pay the relevant Preference Dividend
- 16 5 Subject to the directors of the company recommending payment of the same, any Available Profits which the company may determine to distribute in addition to those distributed under this article 16 in respect of any financial year shall be distributed amongst the Ordinary Shareholders according to the amount paid up or credited as paid up on each such Ordinary Share
- 16 6 The company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the company of the Preference Dividends

## **17. Return of capital**

The rights as regards return of capital attaching to each class of Shares shall be that on a return of capital on liquidation or otherwise (except on a redemption or purchase by the company of any Shares), the surplus assets of the company remaining after the payment of its liabilities (including for the avoidance of doubt any debts arising from non-payment of Preference Dividends) shall be applied in the following order of priority

- 17 1 first, in paying to each Preference Shareholder in respect of each Preference Share of which it is the holder, an amount equal to (i) £1 and (ii) the aggregate amount of any accruals and/or unpaid amounts of Preference Dividend (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient Available Profits), and
- 17 2 the balance of such assets (if any) shall be distributed amongst the Ordinary Shareholders according to the amount paid up or credited as paid up on each such Ordinary Share

## **18. Voting**

The voting rights attached to each class of Shares shall be as set out in this article

18 1 The Ordinary Shares will entitle each Ordinary Shareholder to receive notice of and to attend, speak and vote at all general meetings of the company

18 2 Subject to article 18 3, the Preference Shares will entitle the Preference Shareholders to receive notice of all general meetings of the company but will not entitle the Preference Shareholders to attend or vote at any general meeting of the company

18 3 The provisions of article 18 4 shall apply if at any time

18 3 1 there has been proposed a resolution for the winding-up of the company, a resolution for a reduction in the capital of the company or a resolution varying any of the rights attaching to the Preference Shares, or

18 3 2 the company and/or any other Group Company is in material breach of any of the terms on which banking facilities or bank loans have been made available to the Group

18 4 If the provisions of this article apply then the Preference Shares will entitle each Preference Shareholder to receive notice of and to attend, speak and vote at all general meetings of the company

18 5 The provisions of article 18 4 shall

18 5 1 in the case of article 18 3 1, only apply in relation to such resolution as is there mentioned, and

18 5 2 in the case of article 18 3 2 continue for so long as such breach subsists

18 6 Where Shares confer a right to vote, votes may be exercised

18 6 1 on a show of hands by every holder of Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each holder of Shares with votes shall have one vote), or

18 6 2 on a poll by every holder of Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each holder of Shares with votes shall have one vote for each such Share held)

## **19. Transfer and transmission of Shares**

19 1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share

19 2 No Share shall be issued or transferred to a bankrupt or person of unsound mind

- 19 3 The directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any Share (whether or not it is fully paid) unless it
- 19 3 1 made pursuant to and in accordance with the provisions of article 19 5,
- 19 3 2 lodged at the registered office of the company or at such other place 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,
- 19 3 3 in respect of only one class of Shares,
- 19 3 4 in favour of not more than four transferees, and
- 19 3 5 in respect of Shares over which the company does not have a lien
- 19 4 In article 19 5 the following words shall bear the following meanings
- 19 4 1 "expert" shall mean an independent chartered accountant nominated by agreement between the proposing transferor and the directors of the company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales at the instance of either the proposing transferor or one of the directors,
- 19 4 2 "the offer" has the meaning given in article 19 5 4,
- 19 4 3 "the prescribed price" shall mean in the case of a Preference Share the price of £1 per Preference Share and in the case of an Ordinary Share the price per Ordinary Share agreed between the proposing transferor and the directors or (if no price shall be so agreed) the price per Ordinary Share calculated pursuant to article 19 5 2,
- 19 4 4 "proposing transferor" shall mean a Member proposing to dispose of Shares or any interest therein,
- 19 4 5 "purchaser" shall mean an Ordinary Shareholder willing to purchase Shares comprised in a transfer notice,
- 19 4 6 "transfer notice" shall mean a written notice served by a Member on the company indicating his desire to dispose of Shares or any interest therein,
- 19 4 7 "the withdrawal period" has the meaning given in article 19 5 3,
- 19 5 The right to transfer Shares or any interest therein shall be subject to the following restrictions, namely
- 19 5 1 Before transferring any Shares (or any beneficial interest therein) other than to the company or (in the case of a transfer of a Preference Share only) to a Member, the proposing transferor shall

serve a separate transfer notice on the company in respect of each class of the Shares that he is proposing to transfer and in each case such transfer notice must state the number and class of Shares which he is proposing to transfer and any such transfer notice shall constitute the directors as his agent for the sale of the Shares at the prescribed price to any Ordinary Shareholder or Ordinary Shareholders. Except as hereinafter provided, a transfer notice once given or deemed to be given shall be irrevocable,

19 5 2 If within fourteen days of receipt of any transfer notice served in respect of any Ordinary Shares the prescribed price shall not have been agreed between the proposing transferor and the directors, the directors shall forthwith request the expert to certify the prescribed price. The directors shall use all reasonable endeavours to procure that the expert shall within twenty-eight days of such a request being made by the company certify to the company the prescribed price that is to say the value per Ordinary Share of the Ordinary Shares forming the subject matter of the transfer notice calculated on the following basis

19 5 2 1 by determining the sum which a willing buyer would offer to a willing seller for the whole of the issued Shares in the capital of the company on the date of the notice,

19 5 2 2 by dividing the sum referred to in sub-article 19 5 2 1 by the number of Ordinary Shares in issue, and

19 5 3 by making such adjustment (if any) as the expert considers necessary to allow for any rights which may be outstanding whereunder some person, firm or body corporate may call for the issue of further Shares,

so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the transfer notice or in relation to any restrictions on the transferability of the Ordinary Shares. The cost of obtaining the expert's certificate shall be borne by the company provided that if any Member shall within twenty-four months of revoking a transfer notice serve a further transfer notice in respect of any of the Ordinary Shares comprised in the earlier notice the cost of obtaining the expert's certificate relating to such further transfer notice shall be borne wholly by such Member,

19 5 3 If the prescribed price is required to be calculated pursuant to article 19 5 2 then within fourteen days of the prescribed price being so calculated the company shall by notice in writing inform the proposing transferor of the prescribed price and the proposing transferor shall be entitled to revoke his transfer notice within seven days of receiving the said notice from the company ("the withdrawal period"),

19 5 4 All Shares included in the transfer notice shall, within fourteen days following calculation or agreement as to the prescribed price or (where the prescribed price has been calculated pursuant to article 19 5 2 and the proposing transferor has not revoked his transfer

notice pursuant to article 19 5 3) within fourteen days following the end of the withdrawal period, be offered ("the offer") by the directors to all of the Ordinary Shareholders other than the proposing transferor for purchase at the prescribed price. All such offers of such Shares shall be made by notice in writing and every such offer shall limit a time (being not less than thirty nor more than sixty days) within which the offer must be accepted or, in default, will be deemed to have been declined,

19 5 5 If the company shall after making the offer within the period limited for acceptance find a purchaser or purchasers willing to purchase all of the Shares specified in the transfer notice it shall forthwith give notice in writing thereof to the proposing transferor and he shall be bound to transfer such Shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number and class of Shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the directors being not less than thirty nor more than sixty days following the date the said notice is received,

19 5 6 The company shall allocate any shares comprised in a transfer notice on the following basis

19 5 6 1 any Ordinary Shareholder to whom Shares are offered shall be at liberty to accept all or some only of the Shares so offered,

19 5 6 2 in the event of there being acceptances of offers by Ordinary Shareholders which exceed in aggregate the number of Shares comprised within the transfer notice the Shares comprised within the transfer notice shall (subject to any maximum number specified by an Ordinary Shareholder under sub-article 19 5 6 1) be allocated between the Ordinary Shareholders who have accepted the offer in proportion as nearly as may be to their existing holdings of Ordinary Shares,

19 5 7 If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in transferring the shares, the directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary instruments of transfer and may receive the purchase money and shall thereupon cause the name of the purchaser(s) to be entered in the register of members as the holder(s) of the number and class of Shares that they have agreed to acquire pursuant to these provisions and shall hold the purchase money that it may receive in trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchaser(s) who shall not be bound to see to the application thereof and, after the name of any such purchaser has been entered in the register of members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person,



- 19 5 8 If the company shall after making the offer within the period limited for acceptance find no purchaser or purchasers willing to purchase all of the Shares comprised in the transfer notice the company shall within seven days of the expiry of the period limited for acceptance give notice of that fact to the proposing transferor,
- 19 5 9 If the company shall not after making the offer within the period limited for acceptance find a purchaser or purchasers willing to purchase all the Shares comprised in the transfer notice the proposing transferor shall subject to the provisions of article 19 1 and article 19 3 2 to 19 3 5 at any time within three months after the date that the company gives notice pursuant to article 19 5 8 be at liberty to transfer to any one person whom he selects all or any of the Shares comprised in the transfer notice at a price per Share which is not lower than the prescribed price,
- 19 5 10 A person who becomes entitled to a Share in consequence of the death, bankruptcy or liquidation of a Member shall be bound at any time, if and when called upon in writing by any of the Members so to do, to give a transfer notice or to give transfer notices in respect of all the Shares then registered in the name of the deceased or insolvent Member Article 27 of the Model Articles shall take effect accordingly All the foregoing provisions of article 19 5 relating to a transfer notice and the procedure to be adopted following service of a transfer notice (save for the right of revocation conferred by article 19 5 3 and save for article 19 5 9 which shall not apply) shall apply mutatis mutandis to any such transfer notice,
- 19 5 11 If the company shall not within the periods limited for acceptance find a purchaser or purchasers willing to purchase all the Shares to which any person who shall become entitled in consequence of the death, bankruptcy or liquidation of any Member then at any time after the company gives notice pursuant to article 19 5 8 such person shall in substitution for the rights contained in article 19 5 9 upon such evidence being produced as may from time to time be properly required by the directors have the right to elect either to be registered himself or to have some other person or persons nominated by him registered as the transferee or transferees of the shares comprised in the transfer notice Articles 27, 28 and 29 of the Model Articles shall take effect accordingly,
- 19 5 12 For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the directors may from time to time require any Member or past Member or the legal personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose 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 to refuse to register the transfer in question (or in case no transfer is in question) to require by notice in writing that a transfer notice or

transfer notices be given in respect of the Shares concerned. If such information or evidence discloses that in the reasonable opinion of the directors a transfer notice or transfer notices ought to have been given in respect of any Shares the directors shall by notice in writing require that a transfer notice or transfer notices be given in respect of the Shares concerned,

19 5 13 In any case where under the provisions of these Articles the directors or any of the Members may require a transfer notice to be given in respect of any Shares, if a transfer notice is not duly given within a period of two weeks of demand being made, a transfer notice shall be deemed to have been given at the expiration of the said period. In any such case as aforesaid the provisions of article 19 5 shall take effect but so that the right of revocation conferred by article 19 5 3 shall not apply, and

19 5 14 With the consent in writing of all the Members the restrictions imposed by this article 19 5 may be waived or varied in relation to any proposed transfer of Shares

## **DECISION MAKING BY SHAREHOLDERS**

### **20. Quorum**

No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of members is present at the time when the meeting proceeds to business and throughout the meeting. The quorum at a general meeting shall be two members.

### **21. No casting vote at general meetings**

At any general meeting (including any adjournment thereof) the chairman of such meeting shall not have a second or casting vote on an equality of votes, whether on a show of hands or on a poll.

### **22. Poll votes**

22 1 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.

22 2 Article 44(3) of the Model Articles 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.

### **23. Proxies**

23 1 Article 45(1)(d) of the Model Articles 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".

- 23 2 Article 45(1) of the Model Articles 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

## **ADMINISTRATIVE ARRANGEMENTS**

### **24. Means of communication to be used**

- 24 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

24 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

24 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

24 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

24 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article 24 1, no account shall be taken of any part of a day that is not a Business Day

- 24 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

### **25. Indemnity**

- 25 1 Subject to article 25 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

25 1 1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence,

default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

25 1 2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 25 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

25 2 This article 25 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

25 3 In this article 25

25 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

25 3 2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)

## **26. Insurance**

26 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

26 2 In this article 26

26 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),

26 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, any associated company or any pension fund or employees' share scheme of the company or associated company, and

26 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

**Company No: 9911707**

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

**(Adopted by special resolution passed on 12<sup>th</sup> February 2016)**

**INTRODUCTION**

**1. Interpretation**

1 1 In these Articles, unless the context otherwise requires

**Act:** means the Companies Act 2006,

**Appointor:** has the meaning given in article 11 1,

**Articles:** means the company's articles of association for the time being in force,

**Available Profits:** the profits available for distribution within the meaning of Part 23 the Act,

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

**Conflict:** means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company,

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 7 any director whose vote is not to be counted in respect of the particular matter),

**Group:** the company, any subsidiary or any holding company of the company from time to time, and any subsidiary from time to time of a holding company and member of the Group and/or Group Company shall mean any of them,

**holding company:** has the meaning given in article 1 6,

**Interested Director:** has the meaning given in article 7 1,

**Interest Rate:** the rate of 8% per annum above the base rate from time to time of Barclays Bank Plc,

**Member:** means a holder of Shares,

**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 reference to a numbered "Model Article" is a reference to that article of the Model Articles, and

**Ordinary Shares:** means ordinary shares of £1 each in the capital of the company,

**Ordinary Shareholder:** means a holder for the time being of any Ordinary Shares and shall include the personal representatives of a deceased holder,

**Preference Dividend:** has the meaning given in article 16 1,

**Preference Shares:** means preference shares of £1 each in the capital of the company,

**Preference Shareholder:** means a holder for the time being of any Preference Shares and shall include the personal representatives of a deceased holder,

**Shares:** means Ordinary Shares or Preference Shares,

**subsidiary:** has the meaning given in article 1 6

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. The final paragraph of Model Article 1 shall not apply to the company

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 a numbered "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise in these Articles, 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 whether before or after the date of adoption of these Articles, and

1 5 2 any amendment or re-enactment, whether before or after the date of adoption of these Articles, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

This article 1 5 shall not apply to the definition of Model Articles in article 1 1

- 1 6 A reference to a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee
- 1 7 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 8 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 1 9 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1 10 Article 7 of the Model Articles shall be amended by
- 1 10 1 the insertion of the words "for the time being" at the end of Article 7(2)(a) of the Model Articles, and
- 1 10 2 the insertion in Article 7(2) of the Model Articles of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 11 Article 17(1) of the Model Articles shall be amended by the insertion of the words "provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise determined in accordance with these articles" at the end of that article
- 1 12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 14 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 15 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

## **DIRECTORS**

## **2. Unanimous decisions**

- 2 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
- 2 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing
- 2 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

## **3. Calling a directors' meeting**

Any director may call a directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

## **4. Quorum for directors' meetings**

- 4 1 Subject to article 4 2 the quorum necessary for the transaction of business at a meeting of the directors is any two Eligible Directors provided however that such number shall be reduced to one at any times when the company only has one director appointed
- 4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director

## **5. No casting vote at director's meetings**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

## **6. Transactions or other arrangements with the company**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- 6 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- 6 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing contract or proposed transaction, arrangement or contract in which he is interested,



- 6 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 existing or proposed transaction, arrangement or contract in which he is interested,
- 6 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 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 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

## **7. Directors' conflicts of interest**

- 7 1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Act to avoid a Conflict
- 7 2 Any authorisation under this article 7 will be effective only if
  - 7 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
  - 7 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
  - 7 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 7 3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently)
  - 7 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

- 7 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
  - 7 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
  - 7 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
  - 7 3 5 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
  - 7 3 6 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
- 7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 7 5 The directors 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
- 7 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, any shareholder who appointed him as a director of the company, or any other member of such shareholder's Group, and no authorisation under article 7 1 shall be necessary in respect of any such interest
- 7 7 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 directors in accordance with these Articles or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 7 8 Subject to sections 177(5) and 177(6) of the Act, 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
- 7 9 Subject to sections 182(5) and 182(6) of the Act, 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 7 8

**8. Records of decisions to be kept**

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

**9. Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be a minimum of one but there shall be no maximum and if there shall, at any time, be only one director appointed that director shall have authority to exercise all of the powers and discretions that are vested in the directors of the company generally

**10. Appointment of directors**

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

**11. Appointment and removal of alternate directors**

- 11 1 Any director (other than an alternate director) ("Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

11 1 1 exercise that director's powers, and

11 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor

- 11 2 Any appointment or removal of an alternate director must be effected by notice in writing to the company signed by the Appointor, or in any other manner approved by the directors

- 11 3 The notice must

11 3 1 identify the proposed alternate, and

11 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

**12. Rights and responsibilities of alternate directors**

12 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

12 2 Except as these Articles specify otherwise, alternate directors

12 2 1 are deemed for all purposes to be directors,

12 2 2 are liable for their own acts and omissions,

12 2 3 are subject to the same restrictions as their Appointors, and

12 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

12 3 A person who is an alternate director but not a director

12 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

12 3 2 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

12 3 3 shall not be counted as more than one director for the purposes of articles 12 3 1 and 12 3 2

12 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

12 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his Appointor but shall not be 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 from time to time

### **13. Termination of alternate directorship**

An alternate director's appointment as an alternate director (in respect of a particular Appointor) terminates

13 1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

13 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,

13 3 on the death of the alternate's Appointor, or

13 4 when the alternate's Appointor ceases to be a director for whatever reason or on whatever basis

#### **14. 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**

#### **SHARES**

#### **15. Share Capital**

15 1 The authorised share capital of the company shall be divided into Ordinary Shares and Preference Shares with such rights attaching thereto as are set out in these Articles

15 2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue

15 3 The Ordinary Shares and the Preference Shares shall each be deemed to represent separate classes of shares for such purposes as are specifically provided for in these Articles, but otherwise shall rank *pari passu* in all respects as if they constituted one class of shares

#### **16. Dividends**

The rights as regards income attaching to each class of Shares shall be as follows

16 1 The company shall, without resolution of the directors of the company or of the company in general meeting and before application of any profits to reserve or for any other purpose first pay in respect of each Preference Share, a fixed cumulative preferential dividend at the annual rate of 3% (excluding any associated tax credit) on the capital for the time being paid up on such Preference Share which shall be paid in one instalment on 1<sup>st</sup> January in each year to the person registered as the holder of such Preference Share at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365 day year (**Preference Dividend**) The first payment shall be made on 1<sup>st</sup> January 2017 for the period from and including the date of issue of such Preference Share to such date

16 2 Each Preference Dividend shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of Members in respect of share capital

- 16.3 Each Preference Dividend shall, provided the company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the company on the relevant payment date specified in article 16.1. If and to the extent that the debt so constituted is not paid in full on the payment date concerned, the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the payment date concerned to the date of actual payment.
- 16.4 If the company is unable to pay in full on the due date any Preference Dividend by reason of having insufficient Available Profits then it shall on such date pay the same to the extent that it is lawfully able to do so and the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the payment date concerned down to and including the date of actual payment. Such interest shall accumulate and form part of the Preference Dividend to which it relates. It shall not therefore become payable until the company has sufficient Available Profits with which to pay the relevant Preference Dividend.
- 16.5 Subject to the directors of the company recommending payment of the same, any Available Profits which the company may determine to distribute in addition to those distributed under this article 16 in respect of any financial year shall be distributed amongst the Ordinary Shareholders according to the amount paid up or credited as paid up on each such Ordinary Share.
- 16.6 The company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the company of the Preference Dividends.

## **17. Return of capital**

The rights as regards return of capital attaching to each class of Shares shall be that on a return of capital on liquidation or otherwise (except on a redemption or purchase by the company of any Shares), the surplus assets of the company remaining after the payment of its liabilities (including for the avoidance of doubt any debts arising from non-payment of Preference Dividends) shall be applied in the following order of priority:

- 17.1 first, in paying to each Preference Shareholder in respect of each Preference Share of which it is the holder, an amount equal to (i) £1 and (ii) the aggregate amount of any accruals and/or unpaid amounts of Preference Dividend (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient Available Profits), and
- 17.2 the balance of such assets (if any) shall be distributed amongst the Ordinary Shareholders according to the amount paid up or credited as paid up on each such Ordinary Share.

## **18. Voting**

The voting rights attached to each class of Shares shall be as set out in this article

18 1 The Ordinary Shares will entitle each Ordinary Shareholder to receive notice of and to attend, speak and vote at all general meetings of the company

18 2 Subject to article 18 3, the Preference Shares will entitle the Preference Shareholders to receive notice of all general meetings of the company but will not entitle the Preference Shareholders to attend or vote at any general meeting of the company

18 3 The provisions of article 18 4 shall apply if at any time

18 3 1 there has been proposed a resolution for the winding-up of the company, a resolution for a reduction in the capital of the company or a resolution varying any of the rights attaching to the Preference Shares, or

18 3 2 the company and/or any other Group Company is in material breach of any of the terms on which banking facilities or bank loans have been made available to the Group

18 4 If the provisions of this article apply then the Preference Shares will entitle each Preference Shareholder to receive notice of and to attend, speak and vote at all general meetings of the company

18 5 The provisions of article 18 4 shall

18 5 1 in the case of article 18 3 1, only apply in relation to such resolution as is there mentioned, and

18 5 2 in the case of article 18 3 2 continue for so long as such breach subsists

18 6 Where Shares confer a right to vote, votes may be exercised

18 6 1 on a show of hands by every holder of Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each holder of Shares with votes shall have one vote), or

18 6 2 on a poll by every holder of Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each holder of Shares with votes shall have one vote for each such Share held)

## **19. Transfer and transmission of Shares**

19 1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share

19 2 No Share shall be issued or transferred to a bankrupt or person of unsound mind

- 19 3 The directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any Share (whether or not it is fully paid) unless it
- 19 3 1 made pursuant to and in accordance with the provisions of article 19 5,
- 19 3 2 lodged at the registered office of the company or at such other place 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,
- 19 3 3 in respect of only one class of Shares,
- 19 3 4 in favour of not more than four transferees, and
- 19 3 5 in respect of Shares over which the company does not have a lien
- 19 4 In article 19 5 the following words shall bear the following meanings
- 19 4 1 "expert" shall mean an independent chartered accountant nominated by agreement between the proposing transferor and the directors of the company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales at the instance of either the proposing transferor or one of the directors,
- 19 4 2 "the offer" has the meaning given in article 19 5 4,
- 19 4 3 "the prescribed price" shall mean in the case of a Preference Share the price of £1 per Preference Share and in the case of an Ordinary Share the price per Ordinary Share agreed between the proposing transferor and the directors or (if no price shall be so agreed) the price per Ordinary Share calculated pursuant to article 19 5 2,
- 19 4 4 "proposing transferor" shall mean a Member proposing to dispose of Shares or any interest therein,
- 19 4 5 "purchaser" shall mean an Ordinary Shareholder willing to purchase Shares comprised in a transfer notice,
- 19 4 6 "transfer notice" shall mean a written notice served by a Member on the company indicating his desire to dispose of Shares or any interest therein,
- 19 4 7 "the withdrawal period" has the meaning given in article 19 5 3,
- 19 5 The right to transfer Shares or any interest therein shall be subject to the following restrictions, namely
- 19 5 1 Before transferring any Shares (or any beneficial interest therein) other than to the company or (in the case of a transfer of a Preference Share only) to a Member, the proposing transferor shall



serve a separate transfer notice on the company in respect of each class of the Shares that he is proposing to transfer and in each case such transfer notice must state the number and class of Shares which he is proposing to transfer and any such transfer notice shall constitute the directors as his agent for the sale of the Shares at the prescribed price to any Ordinary Shareholder or Ordinary Shareholders. Except as hereinafter provided, a transfer notice once given or deemed to be given shall be irrevocable,

19 5 2 If within fourteen days of receipt of any transfer notice served in respect of any Ordinary Shares the prescribed price shall not have been agreed between the proposing transferor and the directors, the directors shall forthwith request the expert to certify the prescribed price. The directors shall use all reasonable endeavours to procure that the expert shall within twenty-eight days of such a request being made by the company certify to the company the prescribed price that is to say the value per Ordinary Share of the Ordinary Shares forming the subject matter of the transfer notice calculated on the following basis

19 5 2 1 by determining the sum which a willing buyer would offer to a willing seller for the whole of the issued Shares in the capital of the company on the date of the notice,

19 5 2 2 by dividing the sum referred to in sub-article 19 5 2 1 by the number of Ordinary Shares in issue, and

19 5 3 by making such adjustment (if any) as the expert considers necessary to allow for any rights which may be outstanding whereunder some person, firm or body corporate may call for the issue of further Shares,

so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the transfer notice or in relation to any restrictions on the transferability of the Ordinary Shares. The cost of obtaining the expert's certificate shall be borne by the company provided that if any Member shall within twenty-four months of revoking a transfer notice serve a further transfer notice in respect of any of the Ordinary Shares comprised in the earlier notice the cost of obtaining the expert's certificate relating to such further transfer notice shall be borne wholly by such Member,

19 5 3 If the prescribed price is required to be calculated pursuant to article 19 5 2 then within fourteen days of the prescribed price being so calculated the company shall by notice in writing inform the proposing transferor of the prescribed price and the proposing transferor shall be entitled to revoke his transfer notice within seven days of receiving the said notice from the company ("the withdrawal period"),

19 5 4 All Shares included in the transfer notice shall, within fourteen days following calculation or agreement as to the prescribed price or (where the prescribed price has been calculated pursuant to article 19 5 2 and the proposing transferor has not revoked his transfer

notice pursuant to article 19 5 3) within fourteen days following the end of the withdrawal period, be offered ("the offer") by the directors to all of the Ordinary Shareholders other than the proposing transferor for purchase at the prescribed price. All such offers of such Shares shall be made by notice in writing and every such offer shall limit a time (being not less than thirty nor more than sixty days) within which the offer must be accepted or, in default, will be deemed to have been declined,

19 5 5 If the company shall after making the offer within the period limited for acceptance find a purchaser or purchasers willing to purchase all of the Shares specified in the transfer notice it shall forthwith give notice in writing thereof to the proposing transferor and he shall be bound to transfer such Shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number and class of Shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the directors being not less than thirty nor more than sixty days following the date the said notice is received,

19 5 6 The company shall allocate any shares comprised in a transfer notice on the following basis

19 5 6 1 any Ordinary Shareholder to whom Shares are offered shall be at liberty to accept all or some only of the Shares so offered,

19 5 6 2 in the event of there being acceptances of offers by Ordinary Shareholders which exceed in aggregate the number of Shares comprised within the transfer notice the Shares comprised within the transfer notice shall (subject to any maximum number specified by an Ordinary Shareholder under sub-article 19 5 6 1) be allocated between the Ordinary Shareholders who have accepted the offer in proportion as nearly as may be to their existing holdings of Ordinary Shares,

19 5 7 If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in transferring the shares, the directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary instruments of transfer and may receive the purchase money and shall thereupon cause the name of the purchaser(s) to be entered in the register of members as the holder(s) of the number and class of Shares that they have agreed to acquire pursuant to these provisions and shall hold the purchase money that it may receive in trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchaser(s) who shall not be bound to see to the application thereof and, after the name of any such purchaser has been entered in the register of members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person,

- 19 5 8 If the company shall after making the offer within the period limited for acceptance find no purchaser or purchasers willing to purchase all of the Shares comprised in the transfer notice the company shall within seven days of the expiry of the period limited for acceptance give notice of that fact to the proposing transferor,
- 19 5 9 If the company shall not after making the offer within the period limited for acceptance find a purchaser or purchasers willing to purchase all the Shares comprised in the transfer notice the proposing transferor shall subject to the provisions of article 19 1 and article 19 3 2 to 19 3 5 at any time within three months after the date that the company gives notice pursuant to article 19 5 8 be at liberty to transfer to any one person whom he selects all or any of the Shares comprised in the transfer notice at a price per Share which is not lower than the prescribed price,
- 19 5 10 A person who becomes entitled to a Share in consequence of the death, bankruptcy or liquidation of a Member shall be bound at any time, if and when called upon in writing by any of the Members so to do, to give a transfer notice or to give transfer notices in respect of all the Shares then registered in the name of the deceased or insolvent Member Article 27 of the Model Articles shall take effect accordingly All the foregoing provisions of article 19 5 relating to a transfer notice and the procedure to be adopted following service of a transfer notice (save for the right of revocation conferred by article 19 5 3 and save for article 19 5 9 which shall not apply) shall apply mutatis mutandis to any such transfer notice,
- 19 5 11 If the company shall not within the periods limited for acceptance find a purchaser or purchasers willing to purchase all the Shares to which any person who shall become entitled in consequence of the death, bankruptcy or liquidation of any Member then at any time after the company gives notice pursuant to article 19 5 8 such person shall in substitution for the rights contained in article 19 5 9 upon such evidence being produced as may from time to time be properly required by the directors have the right to elect either to be registered himself or to have some other person or persons nominated by him registered as the transferee or transferees of the shares comprised in the transfer notice Articles 27, 28 and 29 of the Model Articles shall take effect accordingly,
- 19 5 12 For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the directors may from time to time require any Member or past Member or the legal personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose 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 to refuse to register the transfer in question (or in case no transfer is in question) to require by notice in writing that a transfer notice or

transfer notices be given in respect of the Shares concerned. If such information or evidence discloses that in the reasonable opinion of the directors a transfer notice or transfer notices ought to have been given in respect of any Shares the directors shall by notice in writing require that a transfer notice or transfer notices be given in respect of the Shares concerned,

19 5 13 In any case where under the provisions of these Articles the directors or any of the Members may require a transfer notice to be given in respect of any Shares, if a transfer notice is not duly given within a period of two weeks of demand being made, a transfer notice shall be deemed to have been given at the expiration of the said period. In any such case as aforesaid the provisions of article 19 5 shall take effect but so that the right of revocation conferred by article 19 5 3 shall not apply, and

19 5 14 With the consent in writing of all the Members the restrictions imposed by this article 19 5 may be waived or varied in relation to any proposed transfer of Shares

## **DECISION MAKING BY SHAREHOLDERS**

### **20. Quorum**

No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of members is present at the time when the meeting proceeds to business and throughout the meeting. The quorum at a general meeting shall be two members.

### **21. No casting vote at general meetings**

At any general meeting (including any adjournment thereof) the chairman of such meeting shall not have a second or casting vote on an equality of votes, whether on a show of hands or on a poll.

### **22. Poll votes**

22 1 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.

22 2 Article 44(3) of the Model Articles 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.

### **23. Proxies**

23 1 Article 45(1)(d) of the Model Articles 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".

- 23 2 Article 45(1) of the Model Articles 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

## **ADMINISTRATIVE ARRANGEMENTS**

### **24. Means of communication to be used**

- 24 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

24 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

24 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

24 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

24 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article 24 1, no account shall be taken of any part of a day that is not a Business Day

- 24 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

### **25. Indemnity**

- 25 1 Subject to article 25 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

25 1 1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence,

default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

25 1 2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 25 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

25 2 This article 25 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

25 3 In this article 25

25 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

25 3 2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)

## **26. Insurance**

26 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

26 2 In this article 26

26 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),

26 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, any associated company or any pension fund or employees' share scheme of the company or associated company, and

26 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate