

Registered No: 10015324

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF THE SHAREHOLDERS
OF
ASHTON BENTLEY GROUP LIMITED
(the "Company")

CIRCULATION DATE: 24 APRIL 2019

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (**CA 2006**), the directors of the Company propose that the following resolution be passed as a special resolution ("**Resolution**"):

SPECIAL RESOLUTION

THAT the articles of association attached to this written resolution, be approved and adopted, with immediate effect, as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

AGREEMENT

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

The undersigned, being the only persons entitled to vote on the above Resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

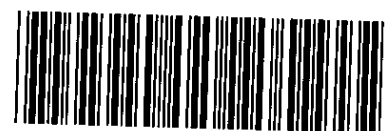
Signed by Anthony Leedham

Date

Signed by Anita Lush Anita Lush

Date 21/5/19

MONDAY



A10 *A85DUS4B* 13/05/2019 #340
COMPANIES HOUSE

Signed by Roger McArdell

Date

Signed by Roger Vinton

Date

NOTES:

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning to the Company using one of the following methods:

- By hand: delivering the signed copy to Michelmores LLP, Woodwater House, Pynes Hill, Exeter, Devon, EX2 5WR
- Post: returning the signed copy by post to Michelmores LLP, Woodwater House, Pynes Hill, Exeter, Devon, EX2 5WR

You may not indicate your agreement to the Resolution by any other method.

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

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, by 28 days after the Circulation Date (including the Circulation Date), sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

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PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF THE SHAREHOLDERS
OF
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(the "Company")

CIRCULATION DATE: ^{24 APRIL}~~7 MAY~~ 2019



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Signed by Anthony Leedham

.....


Date

.....
7 MAY 2019

Signed by Anita Lush

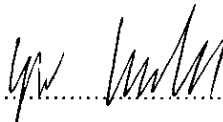
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Date

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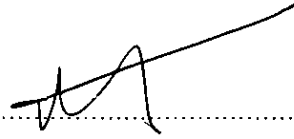
Signed by Roger McArdell

Date


7 May 2019

Signed by Roger Vinton

Date


7 May 2019

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Articles of Association
of
Ashton Bentley Group Limited

Michelmores 

Woodwater House
Pynes Hill
Exeter EX2 5WR
DX 135608 EXETER 16
Tel: 01392 688688
Fax: 01392 360563

CONTENTS

Clause.....	Page
1	DEFINITIONS AND INTERPRETATION..... 5
2	MODEL ARTICLES SHALL NOT APPLY..... 13
3	LIABILITY OF SHAREHOLDERS 13
4	DIRECTORS' GENERAL AUTHORITY 13
5	SHAREHOLDERS' RESERVE POWER..... 13
6	DIRECTORS MAY DELEGATE..... 13
7	COMMITTEES OF DIRECTORS..... 14
8	DIRECTORS TO TAKE DECISIONS COLLECTIVELY 14
9	UNANIMOUS DECISIONS..... 14
10	CALLING A DIRECTORS' MEETING..... 15
11	PARTICIPATION IN DIRECTORS' MEETINGS..... 15
12	QUORUM FOR DIRECTORS' MEETINGS 15
13	VOTING AT DIRECTORS' MEETINGS 16
14	CHAIRING OF DIRECTORS' MEETINGS 16
15	CHAIRMAN'S CASTING VOTE..... 16
16	SITUATIONAL CONFLICTS OF INTEREST..... 16
17	TRANSACTIONAL CONFLICTS OF INTEREST 17
18	RECORDS OF DECISIONS TO BE KEPT..... 18
19	DIRECTORS' DISCRETION TO MAKE FURTHER RULES 18
20	METHODS OF APPOINTING DIRECTORS..... 18
21	TERMINATION OF DIRECTOR'S APPOINTMENT 18
22	FOUNDER SHAREHOLDER DIRECTORS 19
23	DIRECTORS' REMUNERATION 19
24	DIRECTORS' EXPENSES 20
25	APPOINTMENT AND REMOVAL OF ALTERNATES 20
26	RIGHTS AND RESPONSIBILITIES OF ALTERNATES..... 20

27	TERMINATION OF APPOINTMENT OF ALTERNATES	21
28	PRE-EMPTION RIGHTS ON ALLOTMENT	21
29	ALL SHARES TO BE FULLY PAID UP	22
30	POWERS TO ISSUE DIFFERENT CLASSES OF SHARES.....	23
31	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	23
32	SHARE CERTIFICATES.....	23
33	REPLACEMENT SHARE CERTIFICATES	23
34	SHARE TRANSFERS: GENERAL	24
35	PERMITTED TRANSFERS.....	24
36	VOLUNTARY TRANSFERS	27
37	MANDATORY TRANSFERS IN RESPECT OF LEAVERS.....	31
38	DRAG ALONG.....	31
39	TAG ALONG.....	33
40	COMPLIANCE WITH TRANSFER PROVISIONS	34
41	TRANSMISSION OF SHARES	34
42	EXERCISE OF TRANSMITTEES' RIGHTS	34
43	TRANSMITTEES BOUND BY PRIOR NOTICES.....	34
44	PROCEDURE FOR DECLARING DIVIDENDS.....	35
45	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	35
46	NO INTEREST ON DISTRIBUTIONS	35
47	UNCLAIMED DISTRIBUTIONS	36
48	NON-CASH DISTRIBUTIONS	36
49	WAIVER OF DISTRIBUTIONS	36
50	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	37
51	QUORUM FOR GENERAL MEETINGS.....	37
52	CHAIRING GENERAL MEETINGS.....	37
53	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS.....	38
54	ADJOURNMENT OF GENERAL MEETINGS.....	38

55	VOTING AT GENERAL MEETINGS: GENERAL.....	39
56	ERRORS AND DISPUTES	39
57	POLL VOTES	39
58	CONTENT OF PROXY NOTICES.....	40
59	DELIVERY OF PROXY NOTICES	40
60	AMENDMENTS TO RESOLUTIONS	41
61	MEANS OF COMMUNICATION TO BE USED.....	41
62	COMPANY SEALS	42
63	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS.....	42
64	DIRECTORS' INDEMNITY.....	42
65	DIRECTORS' INSURANCE	42
66	PURCHASE OF OWN SHARES.....	43
67	DATA PROTECTION.....	43

Company Number: 10015324

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

ASHTON BENTLEY GROUP LIMITED

(Adopted by Special Resolution passed by way of a written resolution of the
shareholders on 7 MAY 2019)

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions set out in this Article 1.1 apply in these articles.

'Acceptance Period' has the meaning given in Article 36.5.1.2.

'Act' the Companies Act 2006.

'Acting in Concert' has the meaning given by the City Code on Takeovers and Mergers as in force and construed on the Adoption Date.

'Adoption Date' the date of adoption of these articles.

'Allocated Person' has the meaning given in Article 36.8.1.

'Alternate' has the meaning given in Article 25.1.

'Appointor' has the meaning given in Article 25.1.

'Authorisation' has the meaning given in Article 16.2.

'Authorised Person':

- (a) any Director;
- (b) the company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

'Bad Leaver' a Leaver who becomes a Leaver as a result of ceasing to be an Employee or consultant to any Group Company and who is not a Good Leaver.

'Chairman' the chairman of the Company from time to time.

'Chairman of the Meeting' the person chairing the relevant general meeting in accordance with Article 52.

'Committed Shareholder' has the meaning given in Article 39.1.

'Company' Ashton Bentley Group Limited (company number: 10015324).

'Completion' completion of the sale of the relevant Sale Shares in accordance with these articles.

'Conflict' has the meaning given in Article 16.1.

'Conflicted Director' has the meaning given in Article 16.1.

'Connected Person' a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010.

'Controlling Interest' an interest (within the meaning of Schedule 1 to the Act) in more than 50% of the Shares.

'Controlling Shares' has the meaning given in Article 39.1.

'Close Date' has the meaning given in Article 39.2.2.

Deemed Transfer Notice: a Transfer Notice which is deemed to have been served by any of the provisions of these articles.

'Director' a director of the Company, including any person occupying the position of director, by whatever name called.

Directors: the directors of the Company from time to time.

'Distribution Recipient' in relation to a Share in respect of which a dividend or other sum is payable:

- (a) the Holder of that Share;
- (b) if that Share has two or more joint Holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to that Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.

'Dragged Shareholders' has the meaning given in Article 38.1.

'Dragged Shares' has the meaning given in Article 38.1.

'Drag Notice' has the meaning given in Article 38.2.

'Drag Option' has the meaning given in Article 38.1.

'Drag Price' has the meaning given in Article 38.2.3.

'Electronic Form' has the meaning given in section 1168 of the Act.

'Eligible Directors' in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors' meeting.

'Eligible Shareholders' each Shareholder who is a Shareholder at the Transfer Notice Date (excluding the relevant Seller, any Excluded Person and any other Shareholder who at any time before that date has given (or is deemed to have given) a current Transfer Notice in respect of any Share or who is bound under these articles to give a Transfer Notice in respect of any Share).

'Employee' a director and/or employee of any Group Company.

'Equity Securities' has the meaning given in section 560(1) of the Act.

'Excluded Person' a person who is:

- (a) a Leaver; or
- (b) an Employee who has given or been given notice to terminate his contract of employment with any Group Company and following that termination will cease to be an Employee.

'Expert' a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination for a period of seven days, appointed on the application of any of the parties concerned by the President for the time being of the Institute of Chartered Accountants in England and Wales. The parties concerned shall co-operate in relation to the nomination and subsequent appointment of the firm of chartered accountants and shall not unreasonably withhold their consent to the nomination or subsequent appointment, or the terms of engagement for the appointment, of the firm of chartered accountants. In the event that after nomination there is disagreement between the parties concerned as to the terms of engagement of the nominated firm of chartered accountants for a period of seven days, the Company is unconditionally and irrevocably authorised to appoint any person as agent of those parties to sign the latest version of those terms of engagement on behalf of those parties, who shall then be bound by those terms of engagement.

'Fair Price' the price per Sale Share agreed between the relevant Seller and the Company within 10 days after the Transfer Notice Date or, failing such agreement, the price determined by the Expert pursuant to Article 36.4.

'Family Members' in relation to any Shareholder, that Shareholder's spouse and children (including step and adopted children) provided in each case they are over the age of 18.

'Family Trust' in relation to a Shareholder, a trust:

- (a) of which that Shareholder is the settlor;
- (b) which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of:
 - (i) that Shareholder and/or a Family Member of that Shareholder; or

- (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities); and
- (c) under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees, that Shareholder or any Family Member of that Shareholder;

and **'trust'** includes a trust arising under a settlement, or declaration of trust, inter vivos but excludes testamentary disposition or a trust arising on an intestacy.

'Founder Shareholder Consent' the prior consent in Writing of the Founder Shareholders.

'Founder Shareholders' means, for so long as they each are the Holder of any of the Shares, Roger Vinton, Roger Nicholas McArdeell and Anthony Wakefield Leedham, and each a **'Founder Shareholder'**. For the avoidance of doubt, if any of the aforementioned persons ceases to be the Holder of any of the Shares they shall on such cesser cease to be a Founder Shareholder and the transferee of their Shares shall not become a Founder Shareholder.

'Fully Paid' in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company.

'Good Leaver': a Leaver who becomes a Leaver as a result of ceasing to be an Employee or consultant to any Group Company due to:

- (a)
 - (i) death;
 - (ii) wrongful dismissal;
 - (iii) unfair dismissal (save in the case if that unfair dismissal is as a result of a procedural defect);
 - (iv) permanent disability or permanent incapacity through ill health; or
 - (v) retirement at or over the age of 65; or
- (b) a Leaver who becomes a Leaver as a result of ceasing to be an Employee but the Founder Shareholders (other than the Leaver) resolve that he is to be treated as a Good Leaver in circumstances where that Leaver would, but for this provision, be a Bad Leaver.

'Group' the Company and each Subsidiary.

'Group Company' any member of the Group.

'Hard Copy Form' has the meaning given in section 1168 of the Act.

'Holder' in relation to a Share, the person whose name is entered in the register of members as the holder of that Share from time to time.

'Interested Director' has the meaning given in Article 17.1.

'Interested Shareholders' has the meaning given in Article 39.1.

'Issue Price' in relation to any Share, the price at which that Share is issued (being the aggregate of the amount Paid in respect of the nominal value of that Share and any share premium on that Share) and/or the price the Share in question was acquired for.

'Leaver':

- (a) a Founder Shareholder who:
 - (i) has a bankruptcy order made against him; or
 - (ii) ceases to be an Employee, or consultant to, (and who does not continue as, or become, a director or employee of, or consultant to, any Group Company) and who is not a Good Leaver;
- (b) any Shareholder who is not a Founder Shareholder (or a trustee of a Family Trust of any Shareholder) who:
 - (i) dies;
 - (ii) has a bankruptcy order made against him; or
 - (iii) otherwise ceases to be an Employee, or consultant to, (and who does not continue as, or become, a director or employee of, or consultant to, any Group Company);
- (c) any Shareholder who:
 - (i) is a trustee of a Family Trust of any Shareholder who becomes a Leaver;
 - (ii) is a Family Member of a Shareholder who becomes a Leaver (provided that Family Member shall only be deemed to be a Leaver in respect of any Shares he holds which were either transferred to him by that Shareholder or any Family Trust of that Shareholder pursuant to Article 35.1 or Article 35.2 or were obtained as a result of Shares that were so transferred); or
 - (iii) transfers or purports to transfer any Shares other than in accordance with the provisions of these articles;
- (d) any person who is a Transmittree of a Shareholder except where the Transmittree is entitled to Shares by reason of the death of a Founder Shareholder;
- (e) any person who becomes entitled to any Shares on the exercise of an option after ceasing to be an Employee;
- (f) any other Permitted Transferee of a Leaver; or
- (g) any Shareholder and/or any Permitted Transferree of such Shareholder, where the Shareholder and/or any Permitted Transferree of such Shareholder in question commits a material or persitent breach of any shareholders' agreement (or similar document) in force between any of the Shareholders

and the Company from time to time which if capable of remedy has not been remedied within 30 days of a written request of any other Shareholder.

'Leaver's Shares' all of the Shares held by a Leaver, or to which that Leaver is entitled, on the Leaving Date and any Shares acquired by that Leaver after the Leaving Date.

'Leaving Date' in relation to any Leaver, the date on which he becomes a Leaver (which, in the case of any Leaver who becomes a Leaver by virtue of any person ceasing to be an Employee or consultant to any Group Company, shall be the Termination Date in relation to that former Employee).

'Non-Cash Consideration' has the meaning given in Article 38.2.2.

'Majority Decision' a majority decision taken at a Directors' meeting.

'Offer' has the meaning given in Article 28.2.

'Offer Notice' has the meaning given in Article 28.2.

'Offer Period' has the meaning given in Article 28.2.4.

'Offered Securities' has the meaning given in Article 28.2.1.

'Ordinary Resolution' has the meaning given in section 282 of the Act.

'Paid' paid or credited as paid.

'Participate' has the meaning given in Article 11.1 and **'Participating'** shall be construed accordingly.

'Permitted Transferee' a person to whom a Shareholder is permitted to transfer any Shares under Article 35.

'Proposed Controller' has the meaning given in Article 39.1.

'Proxy Notice' has the meaning given in Article 58.1.

'Proxy Notification Address' has the meaning given in Article 59.1.

'Qualifying Person':

- (a) an individual who is a Shareholder; or
- (b) a person appointed as proxy of a Shareholder in relation to the relevant general meeting.

'Relevant Director' any director or former director of any Group Company.

'Relevant Loss' any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees' share scheme of any Group Company.

'Relevant Proportions' in relation to the relevant Shareholders, in proportion (as nearly as possible without involving fractions) to the nominal value of the Shares held by them respectively at the date of the Offer Notice.

'Relevant Shares' has the meaning given in Article 38.1.

'Sale Notice' has the meaning given in Article 36.8.2.

'Sale Price' the price per Share at which the relevant Sale Shares are offered to the relevant Eligible Shareholders/the Company.

'Sale Shares' has the meaning given in Article 36.2.1.

'Seller' has the meaning given in Article 36.1.

'Shareholder' a person who is the Holder of a Share.

'Shares' the ordinary shares of £1 each in the capital of the Company from time to time.

'Special Resolution' has the meaning given in section 283 of the Act.

'Subsidiary' any company which is a subsidiary of the Company from time to time.

'Tag Notice' has the meaning given in Article 39.2.

'Tag Offer' has the meaning given in Article 39.1.

'Tag Price' has the meaning given in Article 39.2.1.

'Termination Date':

- (a) where employment ceases by virtue of notice given by the employer to the Employee concerned, the date on which that notice expires;
- (b) where a contract of employment is terminated by notice given by the employer and a payment is made in lieu of notice, the date on which that notice was given or, if later, the date the Employee concerned ceases to be an Employee;
- (c) where the Employee concerned is a director and an employee of any Group Company, the date on which that Employee's contract of employment with that Group Company is terminated;
- (d) where the Employee concerned is a director (but not an employee) of any Group Company, the date on which the contract for the provision of that Employee's services (whether entered into directly with him or with a third party) with that Group Company is terminated or he ceases to be a director (whichever is the earlier); or
- (e) in any other case, the date on which the contract of employment or holding of office is terminated.

'Third Party Purchaser' any person who is not a Shareholder or a Connected Person of a Shareholder.

'Total Sale Condition' has the meaning given in Article 36.2.4.

'Transaction' has the meaning given in Article 17.1.

'Transfer Form' an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor.

'Transfer Notice' has the meaning given in Article 36.1.

'Transfer Notice Date' the date of the relevant Transfer Notice or the Leaving Date in the case of a Deemed Transfer Notice.

'Transfer Offer Notice' has the meaning given in Article 36.5.

'Transfer Proportions' in relation to the relevant Eligible Shareholders, in proportion (as nearly as possible without involving fractions) to the nominal value of the Shares held by them respectively at the Transfer Notice Date.

'Transmittee' a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

'Unanimous Decision' has the meaning given in Article 9.1.

'Uncommitted Shareholders' has the meaning given in Article 39.1.

'Uncommitted Shares' has the meaning given in Article 39.1.

'Unsold Shares' has the meaning given in Article 36.12.2.

'Unsold Shares Notice' has the meaning given in Article 36.12.

'Writing' the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 The rules of interpretation set out in Articles 1.3 to 1.9 (inclusive) apply in these articles.

1.3 A reference to:

1.3.1 a **'person'** includes a reference to:

1.3.1.1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situate; and

1.3.1.2 that person's legal personal representatives, trustees in bankruptcy and successors;

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

1.3.3 a **'document'** includes, unless otherwise specified, any document sent or supplied in Electronic Form; and

1.3.4 a **'company'** shall include any company, corporation or other body corporate, however incorporated or established and in whichever jurisdiction.

1.4 Unless the context otherwise requires:

- 1.4.1 words denoting the singular shall include the plural and vice versa;
 - 1.4.2 words denoting a gender shall include all genders; and
 - 1.4.3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time.
- 1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the Adoption Date) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.
- 1.6 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act.
- 1.7 Terms '**including**', '**include**', '**in particular**' or similar expression, shall not limit the sense or application of any words preceding those terms.
- 1.8 A reference to an '**Article**' is to an article of these articles.
- 1.9 A reference to a '**transfer of Shares**' or any similar expression shall include a sale or transfer of any interest in any Shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over any Shares.

2 MODEL ARTICLES SHALL NOT APPLY

Neither the model articles for private companies limited by shares prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

3 LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them from time to time.

4 DIRECTORS' GENERAL AUTHORITY

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

5 SHAREHOLDERS' RESERVE POWER

- 5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action so long as such action is lawful.
- 5.2 No Special Resolution passed pursuant to Article 5.1 invalidates anything which the Directors have done before the passing of that resolution.

6 DIRECTORS MAY DELEGATE

- 6.1 Subject to the other provisions of these articles, the Directors may with Founder Shareholder Consent delegate any of the powers which are conferred on them under

these Articles:

- 6.1.1 to such person or committee;
- 6.1.2 by such means (including by power of attorney);
- 6.1.3 to such an extent;
- 6.1.4 in relation to such matters or territories; and
- 6.1.5 on such terms and/or conditions;

as they think fit.

- 6.2 If the Directors so specify, any delegation pursuant to Article 6.1 may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may at any time revoke any delegation made pursuant to Article 6.1 in whole or part, or alter its terms and/or conditions.

7 COMMITTEES OF DIRECTORS

- 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of these articles which govern the taking of decisions by Directors.
- 7.2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these articles if they are not consistent with them.

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision.
- 8.2 If at any time the Company only has one Director, the general rule in Article 8.1 does not apply and that Director may (until such time as he ceases to be the only Director) take decisions without regard to any of the provisions of these articles relating to Directors' decision-making.

9 UNANIMOUS DECISIONS

- 9.1 A decision of the Directors is a unanimous decision (a '**Unanimous Decision**'):
 - 9.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and
 - 9.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting.
- 9.2 A Unanimous 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).

10 CALLING A DIRECTORS' MEETING

- 10.1 Any Director may call a Directors' meeting by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must indicate:
- 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.
- 10.3 Notice of a Directors' meeting must be given to each Director but need not be in Writing.
- 10.4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 Subject to the other provisions of these articles, Directors participate ('Participate') in a Directors' meeting, or part of a Directors' meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).
- 11.2 If all the Directors Participating in a Directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 11.3 Subject to Article 11.4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 11.4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

12 QUORUM FOR DIRECTORS' MEETINGS

- 12.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to adjourn the meeting or call another meeting. If a meeting is to be adjourned, it shall be adjourned to the same day in the next week at the same time and place (or to such other day and at such other time and place as the Directors may agree in Writing).

12.2 The quorum for Directors' meetings is two unless:

- 12.2.1 there is only one Director (in which case the provisions of Article 8.2 shall apply); or
- 12.2.2 the purpose of the meeting (or part of the meeting) is to consider the giving of an Authorisation and, by virtue of the provisions of Article 16.2, there is only one Director whose vote would be counted and who would be counted in the quorum at that meeting (or part of that meeting), in which case that Director alone shall constitute a quorum at that meeting (or part of that meeting); or
- 12.2.3 the meeting is an adjourned meeting and a quorum is not Participating within 30 minutes from the time appointed for that adjourned meeting, in which case the Director or Directors Participating shall constitute a quorum.

13 VOTING AT DIRECTORS' MEETINGS

Subject to the other provisions of these articles, each Director Participating in a Directors' meeting has one vote on each proposed resolution.

14 CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The Directors may appoint a Director to be the Chairman.
- 14.2 The Directors may terminate the Chairman's appointment at any time.
- 14.3 If the Chairman is not Participating in a Directors' meeting within 10 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

15 CHAIRMAN'S CASTING VOTE

If at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman shall not have a casting vote.

16 SITUATIONAL CONFLICTS OF INTEREST

- 16.1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 16, authorise any matter which would, if not authorised, result in a Director (the **'Conflicted Director'**) being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a **'Conflict'**).
- 16.2 Any authorisation given under Article 16.1 (an **'Authorisation'**) (and any subsequent variation or termination of an Authorisation) will only be effective if:
 - 16.2.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and
 - 16.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.

16.3 The Directors may at any time:

- 16.3.1 make any Authorisation subject to such terms and conditions as they think fit; and
- 16.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).

16.4 The Shareholders may also authorise a Conflict by Ordinary Resolution (a **'Shareholder Authorisation'**) and may at any time, by Ordinary Resolution:

- 16.4.1 make any Shareholder Authorisation subject to such terms and conditions as they think fit; and
- 16.4.2 vary or terminate any Shareholder Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Shareholder Authorisation before any such variation or termination).

16.5 If the Conflicted Director received an Authorisation or Shareholder Authorisation in respect of a Conflict then (unless that Authorisation or Shareholder Authorisation provides otherwise) the Conflicted Director:

- 16.5.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;
- 16.5.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;
- 16.5.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and
- 16.5.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

17 **TRANSACTIONAL CONFLICTS OF INTEREST**

17.1 If a Director (the **'Interested Director'**) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the **'Transaction'**) he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

17.2 Subject to the provisions of the Act, Article 17.1 and the terms of any relevant Authorisation or Shareholder Authorisation, an Interested Director:

- 17.2.1 may be a party to, or otherwise be interested in, the relevant Transaction;
- 17.2.2 may vote at any Directors' meeting (or meeting of a committee of the

Directors) on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

- 17.2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest.

18 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every Unanimous Decision and Majority Decision.

19 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

20 METHODS OF APPOINTING DIRECTORS

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

20.1.1 by Ordinary Resolution; or

20.1.2 by a decision of the Directors and with Founder Shareholder Consent; or

20.1.3 pursuant to Article 22.

- 20.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmitttee(s) of the last Shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in Writing to the Company, to appoint a natural person to be a Director.

- 20.3 For the purposes of Article 20.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

21 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- 21.1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

21.2 a bankruptcy order is made against him;

21.3 a composition is made with his creditors generally in satisfaction of his debts;

21.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

21.5 by reason of his mental health, a court makes an order which wholly or partly

prevents him from personally exercising any powers or rights which he would otherwise have; or

- 21.6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms.

22 FOUNDER SHAREHOLDER DIRECTORS

- 22.1 Subject to Article 22.2, each Founder Shareholder shall, notwithstanding any other provisions of these Articles, for so long as they and their Family Members (as defined in these Articles) and/or Family Trust trustees (as defined in these Articles) hold any Shares, be entitled in their absolute discretion, by notice in Writing to the Company, to appoint any one person as a Director (which may be themselves) and at any time and from time to time to remove from office in like manner any person so appointed and to appoint a replacement (a "**Founder Shareholder Director**").

- 22.2 A Founder Shareholder Director will be deemed to have automatically resigned as a director (without any claim against the Company or any other person in connection with such resignation) and the Founder Shareholder will cease to be entitled to the rights under this Article 22:

22.2.1 if he ceases to hold any Shares; and/or

22.2.2 for the any of the reasons set out in Articles 21.1 to 21.6.

- 22.3 For the avoidance of doubt, the rights under this Article 22 are personal to the Founder Shareholder in question and shall not be a right capable of passing to the transferee or transmittee of any Shares held by, or on behalf of, any Founder Shareholder.

23 DIRECTORS' REMUNERATION

- 23.1 Any Director may undertake any services for the Company that the Directors (with Founder Shareholder Consent) decide.

- 23.2 A Director is entitled to such remuneration as the Directors (with Founder Shareholder Consent) determine:

23.2.1 for his services to the Company as a Director; and

23.2.2 for any other service which he undertakes for the Company.

- 23.3 Subject to the other provisions of these articles, a Director's remuneration may:

23.3.1 take any form; and

23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

- 23.4 Unless the Directors decide otherwise, each Director's remuneration accrues from day to day.

- 23.5 Unless the Directors (with Founder Shareholder Consent) decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other

company in which the Company is interested.

24 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at:

24.1 Directors' meetings or meetings of committees of Directors; or

24.2 general meetings;

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

25 APPOINTMENT AND REMOVAL OF ALTERNATES

25.1 Any Director (the '**Appointor**') may appoint as an alternate director (an '**Alternate**') any other Director, or any other person approved by resolution of the Directors and with Founder Shareholder Consent, to:

25.1.1 exercise the Appointor's powers; and

25.1.2 carry out the Appointor's responsibilities;

in relation to the taking of decisions by the Directors in the absence of the Appointor.

25.2 Any appointment or removal of an Alternate must be effected by notice in Writing to the Company signed by the Appointor or in any other manner approved by the Directors.

25.3 The notice must:

25.3.1 identify the proposed Alternate; and

25.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Appointor.

25.4 A person may act as the Alternate of more than one Director.

26 RIGHTS AND RESPONSIBILITIES OF ALTERNATES

26.1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor.

26.2 Except as otherwise provided by these articles, an Alternate:

26.2.1 is deemed for all purposes to be a Director;

26.2.2 is liable for his own acts and omissions;

26.2.3 is subject to the same restrictions as his Appointor; and

26.2.4 is not deemed to be an agent of or for his Appointor.

26.3 Subject to the other provisions of these articles, a person who is an Alternate but is

not otherwise a Director:

- 26.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating);
 - 26.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating); and
 - 26.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision).
- 26.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting.
- 26.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who:
- 26.5.1 is not Participating in the relevant Directors' meeting; and
 - 26.5.2 would have been entitled to vote if that Appointor was Participating in it.
- 26.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company.

27 **TERMINATION OF APPOINTMENT OF ALTERNATES**

An Alternate's appointment as an Alternate terminates:

- 27.1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate;
- 27.2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of that Appointor's appointment as a Director;
- 27.3 on the death of his Appointor; or
- 27.4 when his Appointor's appointment as a Director terminates.

28 **PRE-EMPTION RIGHTS ON ALLOTMENT**

- 28.1 Except with Founder Shareholder Consent, all Equity Securities which the Directors propose to allot after the Adoption Date shall first be offered to the Shareholders in accordance with the provisions of this Article 28.
- 28.2 Any offer of Equity Securities pursuant to Article 28.1 (an '**Offer**') shall be made by notice in Writing (an '**Offer Notice**') to the Shareholders at that time. The Offer Notice shall specify:
- 28.2.1 the aggregate number of Equity Securities offered (the '**Offered Securities**'); and
 - 28.2.2 the price per Offered Security;

- 28.2.3 that each Shareholder is entitled to apply for all or any of the Offered Securities; and
 - 28.2.4 the period (the '**Offer Period**') (which shall be at least 14 days from the date of the Offer Notice) within which each Shareholder must deliver his application for Offered Securities to the Company.
- 28.3 After the expiration of the Offer Period:
- 28.3.1 if the total number of Offered Securities applied for is equal to or less than the total number of Offered Securities, each Shareholder shall be allotted the number of Offered Securities he applied for; or
 - 28.3.2 if the total number of Offered Securities applied for exceeds the total number of Offered Securities:
 - 28.3.2.1 the Company shall allot the Offered Securities, in the Relevant Proportions, to the Shareholders who have applied for them (but without allotting to any Shareholder more Offered Securities than he applied for); and
 - 28.3.2.2 any remaining Offered Securities shall be allotted, in the Relevant Proportions, to those Shareholders whose applications for Offered Securities have not yet been satisfied in full (but without allotting to any Shareholder more Offered Securities than he applied for) and any remaining Offered Securities shall be apportioned by re-applying the provisions of this Article 28.3.2.2; and
 - 28.3.3 any Offered Securities not allotted or not capable of being allotted as specified above except by way of fractions, shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms, and in such manner as they think fit, provided that those Offered Securities shall not be disposed of on terms which are more favourable than the terms on which they were offered to the Shareholders.
- 28.4 The requirements of sections 561 and 562 of the Act shall not apply to any allotment of Equity Securities by the Company.
- 28.5 No Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pension s) Act 2003.
- 29 ALL SHARES TO BE FULLY PAID UP**
- 29.1 Subject to Article 29.2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
 - 29.2 Article 29.1 does not apply to the Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

30 POWERS TO ISSUE DIFFERENT CLASSES OF SHARES

Subject to the other provisions of these Articles, but without prejudice to the rights attached to any existing Shares, the Company may, with Founder Shareholder Consent:

- 30.1 issue Shares with such rights or restrictions as may be determined by Special Resolution; and
- 30.2 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder.

31 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Shares on any trust and, except as otherwise required by law or these Articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in any Shares other than the Holder's absolute ownership of them and all the rights attaching to them.

32 SHARE CERTIFICATES

- 32.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 32.2 Every certificate must specify:
 - 32.2.1 in respect of how many Shares it is issued;
 - 32.2.2 the nominal value of those Shares;
 - 32.2.3 that the Shares are Fully Paid; and
 - 32.2.4 any distinguishing numbers assigned to them.
- 32.3 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 32.4 Certificates must:
 - 32.4.1 have affixed to them the Company's common seal; or
 - 32.4.2 be otherwise executed in accordance with the Act.

33 REPLACEMENT SHARE CERTIFICATES

- 33.1 If a certificate issued in respect of a Shareholder's Shares is:
 - 33.1.1 damaged or defaced; or
 - 33.1.2 said to be lost, stolen or destroyed;that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 33.2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 33.1:

- 33.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 33.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- 33.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

34 SHARE TRANSFERS: GENERAL

- 34.1 The Directors shall only refuse to register a transfer of Shares if they are specifically required or authorised to do so by these articles. If the Directors do refuse to register a transfer of Shares, they must, as soon as practicable and in any event within two months after the date on which the relevant Transfer Form was lodged with the Company, return that Transfer Form to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 34.2 The Directors shall refuse to register any transfer of Shares made in contravention of the provisions of these articles.
- 34.3 Any transfer of Shares made or purported to be made in contravention of the provisions of these articles shall be of no effect.
- 34.4 Except for a transfer pursuant to Articles 35 to 39 (inclusive), no Shares may be transferred without Founder Shareholder Consent.
- 34.5 Shares shall be transferred by means of a Transfer Form.
- 34.6 No fee may be charged for registering any Transfer Form or other document relating to or affecting the title to any Shares.
- 34.7 The Company may retain any Transfer Form which is registered.
- 34.8 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 34.9 The Directors may as a condition to the registration of any transfer of Shares or the issue of any Shares, require the transferee/allottee to execute and deliver to the Company a deed, in favour of the Company and the Shareholders agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company, in such form as the Directors may reasonably require (but not so as to oblige the transferee/allottee to have any obligations or liabilities greater than those of the proposed transferor/current Shareholders). If any condition is imposed in accordance with this Article, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.

35 PERMITTED TRANSFERS

35.1 Permitted transfers to Family Members and Family Trusts

Any Founder Shareholder who is not an Excluded Person may at any time with Founder Shareholder Consent transfer any Shares held by him to any Family Member or to trustees to be held on a Family Trust provided that:

- 35.1.1 no Shareholder may transfer any Shares pursuant to this Article 35.1 if, after the registration of that transfer in the register of members of the Company, that Shareholder would be left with no Shares;
 - 35.1.2 any Family Member and/or the trustees of any Family Trust to whom any Shares are transferred by a Shareholder pursuant to this Article 35.1.2 shall themselves be entitled to transfer those Shares pursuant to Article 35.2 but not pursuant to this Article 35.1;
 - 35.1.3 if any Shares held by the trustees of a Family Trust of a Shareholder cease to be so held on a Family Trust (otherwise than in consequence of a transfer in accordance with Article 35.2) or there ceases to be any beneficiaries of that Family Trust other than a charity or charities, the trustees of that Family Trust shall immediately:
 - 35.1.3.1 notify the Company in writing of that cessation; and
 - 35.1.3.2 unless the Founder Shareholders direct otherwise, transfer those Shares back to that Shareholder;
 - 35.1.4 if a Family Member to whom any Shares have been transferred pursuant to this Article 35.1 or Article 35.2 ceases to be a Family Member of the relevant Shareholder:
 - 35.1.4.1 that former Family Member shall immediately notify the Company in writing of that cessation; and
 - 35.1.4.2 unless the Directors direct otherwise, that former Family Member shall immediately transfer to that Shareholder any Shares held by that former Family Member which were transferred to him by that Shareholder or any of that Shareholder's Family Trusts pursuant to Article 35.1.2 or Article 35.2 and any other Shares that former Family Member holds which were obtained as a result of holding those transferred Shares;
 - 35.1.5 if the trustees of a Family Trust or a former Family Member of a Shareholder fail to comply with Articles 35.1.3 or 35.1.4.2 respectively, the Company:
 - 35.1.5.1 is unconditionally and irrevocably authorised to appoint any person as agent of those trustees or that former Family Member (as the case may be) to execute and deliver the required Transfer Form in their name and on their behalf (and to do such other things as are necessary to transfer the relevant Shares pursuant to this Article 35); and
 - 35.1.5.2 may (subject to that Transfer Form being stamped or duly certified) register the transfer;
- and the validity of those proceedings shall not be questioned by any person.

35.2 Permitted transfers by Family Members and Family Trusts

- 35.2.1 A Family Member of a Shareholder may transfer to that Shareholder any Shares that Family Member holds which were transferred to him by that Shareholder or any of that Shareholder's Family Trusts pursuant to Article 35.1 or this Article 35.2 and any other Shares held by that Family Member which were obtained as a result of holding those transferred Shares.
- 35.2.2 Where any Shares are held by trustees on a Family Trust of a Shareholder:
- 35.2.2.1 on any change of trustees those Shares may be transferred to the new trustees of that Family Trust; and
- 35.2.2.2 those Shares may be transferred at any time:
- 35.2.2.2.1 to that Shareholder;
- 35.2.2.2.2 to another Family Trust of that Shareholder; or
- 35.2.2.2.3 to any Family Member of that Shareholder.
- 35.3 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:
- 35.3.1 it does not contain a Total Sale Condition; and
- 35.3.2 the Seller/Leaver wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).
- 35.4 Forthwith upon a Transfer Notice being deemed to be served under these Articles the Shares subject to the relevant Deemed Transfer Notice (**Restricted Shares**) shall cease to confer on the holder of them any rights:
- 35.4.1 to be entitled to receive notice of or to attend or to vote (whether on a show of hands, on a poll and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares, and/or pursuant to any written resolution;
- 35.4.2 to receive dividends or other distributions otherwise attaching to those Shares; or
- 35.4.3 to participate in any future issue of Shares.
- 35.5 The Directors may (with the prior consent in writing of the Founder Shareholders) reinstate the rights referred to in Article 35.4 at any time and, in any event, such rights shall be reinstated on completion of a transfer in accordance with these Articles.
- 35.6 **Transfers to the Company**
- Any Shareholder may at any time transfer any Shares to the Company in accordance with the Act and these Articles without the need to comply with Article 36 (Voluntary Transfers) with Founder Shareholder Consent.

35.7 Transfers with Founder Shareholder Consent

Notwithstanding any other provisions of these articles, any transfer of Shares made with Founder Shareholder Consent may be made without restriction including without limitation price and any such transfer shall be registered by the Directors.

35.8 Transfers pursuant to Article 38

Notwithstanding any other provision of these articles, any transfer of Shares made in accordance with Article 38 shall be registered by the Directors (subject only to stamping).

36 VOLUNTARY TRANSFERS

36.1 Any Shareholder who wishes to transfer any Shares other than pursuant to Article 35 (the '**Seller**') shall give the Company notice in Writing (the '**Transfer Notice**'). Once given the Transfer Notice shall be irrevocable.

36.2 The Transfer Notice shall specify:

36.2.1 the number of Shares the Seller wishes to transfer (the '**Sale Shares**');;

36.2.2 whether the Seller has received an offer from a third party for the Sale Shares and if so the identity of that third party and the price offered by that third party for the Sale Shares;

36.2.3 the price per share at which the Seller wishes to sell the Sale Shares; and

36.2.4 whether the Seller wishes to impose a condition that unless all the Sale Shares are sold none shall be sold (a '**Total Sale Condition**').

36.3 By giving the Transfer Notice (or Deemed Transfer Notice), the Seller appoints the Company (acting by the Directors) as his agent with the power to sell the Sale Shares (with all rights attaching to them) in accordance with the provisions of these articles.

36.4 The Sale Price shall, unless of otherwise provided in these articles be the Fair Price (in addition, if the price per share specified in the Transfer Notice is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Company or determined by the Expert). If the Fair Price is to be determined by an Expert:

36.4.1 the Company shall immediately instruct the Expert to determine the Fair Price on the basis which, in the Expert's opinion, represents a fair price for the Sale Shares at the Transfer Notice Date ((or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served)) as between a willing seller and a willing buyer and, in making that determination, the Expert shall ignore the fact that the Sale Shares represent (if that is the case) a minority or majority interest in the share capital of the Company and can be subject to the compulsory transfer requirements of Articles 37 and 38 reflecting any other factors which the Expert reasonably believes should be taken into account);

36.4.2 the Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Expert shall be deemed

- to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply;
- 36.4.3 the certificate of the Expert shall, in the absence of fraud or manifest error, be final and binding;
 - 36.4.4 the Company shall procure that any certificate required pursuant to this Article 36.4 is obtained as soon as possible and the cost of obtaining that certificate shall be borne equally by the Company and the Seller unless the Expert directs otherwise;
 - 36.4.5 if any difficulty arises in applying any of these assumptions or bases then the Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit;
 - 36.4.6 the cost of obtaining the Expert's certificate shall be borne by the parties equally or in such other proportions as the Expert directs unless in respect of a Deemed Transfer Notice, the Fair Price is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Expert, in which case the Seller shall bear the cost; and
 - 36.4.7 the Directors will give the Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 36.5 Within seven days of the Sale Price being agreed or determined in accordance with these Articles, the Company shall give notice in Writing (the **'Transfer Offer Notice'**) to the Eligible Shareholders offering for sale the Sale Shares at the Sale Price. The Transfer Offer Notice shall specify:
- 36.5.1 that each Eligible Shareholder:
 - 36.5.1.1 is entitled to apply for some or all of the Sale Shares; and
 - 36.5.1.2 shall, if he wishes to apply, have a period of 25 days from the date of the Transfer Offer Notice (the **'Acceptance Period'**) within which to deliver his application for Sale Shares to the Company; and
 - 36.5.2 whether the Transfer Notice contained a Total Sale Condition.
- 36.6 Subject to Article 36.7, on the expiry of the Acceptance Period:
- 36.6.1 if the total number of Sale Shares applied for is equal to or less than the total number of Sale Shares, the Company:
 - 36.6.1.1 shall allocate to each Eligible Shareholder the number of Sale Shares he applied for; and
 - 36.6.1.2 may allocate any of the remaining Sale Shares to itself (and it shall, subject to the Act, be entitled to acquire them); or
 - 36.6.2 if the total number of Sale Shares applied for is greater than the total number of Sale Shares, the Company shall allocate:

- 36.6.2.1 the Sale Shares, in the Transfer Proportions, amongst the Eligible Shareholders who have applied for them (but without allocating to any Eligible Shareholder more Sale Shares than he applied for); and
 - 36.6.2.2 any remaining Sale Shares, in the Transfer Proportions, to those Eligible Shareholders whose applications for Sale Shares have not yet been satisfied in full (but without allocating to any Eligible Shareholder more Sale Shares than he applied for) and any remaining Sale Shares shall be allocated by re-applying the provisions of this Article 36.6.2.2.
- 36.7 If the Transfer Notice contained a Total Sale Condition the Company shall not allocate any of the Sale Shares pursuant to Article 36.6 unless all of the Sale Shares can be so allocated.
- 36.8 If any of the Sale Shares are allocated by the Company pursuant to Article 36.6:
- 36.8.1 the persons to whom they are allocated (each an '**Allocated Person**') shall be bound to acquire the Sale Shares allocated to them on the terms on which they were offered for sale, and in the case of the Company, subject to compliance with the Act; and
 - 36.8.2 the Company shall immediately on allocating any Sale Shares give notice in Writing (the '**Sale Notice**') to the Seller and to each Allocated Person specifying:
 - 36.8.2.1 the number of Sale Shares allocated to that Allocated Person and the aggregate price payable for those Sale Shares; and
 - 36.8.2.2 the time, date and place of Completion (which shall be not less than seven and not more than 28 days after the date of the Sale Notice).
- 36.9 On Completion:
- 36.9.1 each Allocated Person (other than the Company) shall pay the purchase price in respect of the relevant Sale Shares:
 - 36.9.1.1 to the Seller; or
 - 36.9.1.2 if the Seller is not present at Completion, to the Company to be held on trust (without interest) for the Seller (and the receipt of the Company for the purchase price shall be a good discharge to that Allocated Person (who shall not be bound to see to the application of it));
 - 36.9.2 if the Company is an Allocated Person, it shall:
 - 36.9.2.1 pay the purchase price for the relevant Sale Shares to the Seller; or
 - 36.9.2.2 if the Seller is not present at Completion, hold the purchase price for the relevant Sale Shares on trust (without interest) for the Seller; and

- 36.9.3 the Seller shall transfer the relevant Sale Shares to the relevant Allocated Person and deliver the relevant share certificates.
- 36.10 If the Seller defaults in transferring any Sale Shares to an Allocated Person pursuant to Article 36.9, the Company is unconditionally and irrevocably authorised to appoint any person as agent of the Seller to execute a Transfer Form for those Sale Shares in the name, and on behalf, of the Seller (and to do such other things as are necessary to transfer the relevant Sale Shares pursuant to this Article 36) and when that Transfer Form has been duly stamped:
- 36.10.1 where the Allocated Person is not the Company, the Company shall cause the name of that Allocated Person to become the Holder of those Sale Shares; or
- 36.10.2 where the Allocated Person is the Company, the Company shall cause those Sale Shares to be cancelled in accordance with the Act;
- and after that, the validity of the proceedings shall not be questioned by any person.
- 36.11 Any money held on trust by the Company for the Seller in respect of any Sale Shares shall only be released to the Seller on production of the relevant share certificates (or an appropriate indemnity for any lost share certificates) for the Sale Shares that have been transferred to Allocated Persons.
- 36.12 Subject to Article 36.13, if the Company cannot allocate all of the Sale Shares pursuant to Article 36.6, the Company shall immediately notify the Seller in Writing (the '**Unsold Shares Notice**'). The Seller may within three months of the date of the Unsold Shares Notice:
- 36.12.1 if the Transfer Notice contained a Total Sale Condition, sell all (but not some only) of the Sale Shares; or
- 36.12.2 if the Transfer Notice did not contain a Total Sale Condition, sell all or any of the Sale Shares that have not been allocated pursuant to Article 36.6 (the '**Unsold Shares**');
- to any person at any price per Share which is not less than the Sale Price and on the no more favourable terms than the Sale Shares were offered to the Eligible Members. The Directors may require the Seller to satisfy them that any transfer of Shares pursuant to this Article 36.12 is in pursuance of a sale in good faith for the consideration/terms stated in the transfer and if they are not satisfied they may refuse to register the relevant Transfer Form.
- 36.13 The Seller's right to transfer Shares under Article 36.12 does not apply if the Founder Shareholders (other than the Seller) reasonably consider that:
- 36.13.1 the transferee is a person (or a nominee for a person) whom the Founder Shareholders (other than the Seller) determine to be a competitor (or a Member of the Same Group as a competitor) of the business of any Group Company; or
- 36.13.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate, different terms or allowance to the transferee.

37 MANDATORY TRANSFERS IN RESPECT OF LEAVERS

- 37.1 Any person who becomes a Leaver shall immediately give the Company notice in Writing detailing the relevant circumstances.
- 37.2 Any Leaver shall (unless the Founder Shareholders (other than the Leaver) resolve otherwise) be deemed to have served a Transfer Notice on the Leaving Date in respect of the Leaver's Shares and the provisions of Article 36 shall apply except that:
- 37.2.1 the Seller shall be the Leaver;
 - 37.2.2 the Sale Shares shall be the Leaver's Shares;
 - 37.2.3 the Transfer Notice Date shall be the Leaving Date;
 - 37.2.4 the Sale Price for the Leaver's Shares shall be:
 - 37.2.4.1 in the case of a Good Leaver, or any Leaver who is not a Good Leaver or a Bad Leaver, the Fair Price; and
 - 37.2.4.2 in the case of a Bad Leaver, then 50% of the Fair Price;
 - 37.2.5 in relation to the Fair Price, the Leaver and the Company shall have 10 days after the Leaving Date or (if later) the date on which all the Founder Shareholders (other than the Leaver) become aware of the fact that the Leaver is a Leaver, in which to agree the Fair Price before the matter is referred to an Expert;
 - 37.2.6 if a Leaver is a Bad Leaver, any other person who becomes a Leaver as a consequence shall also be deemed to be a Bad Leaver;
 - 37.2.7 that Transfer Notice shall be deemed not to contain a Total Sale Condition; and
 - 37.2.8 in relation to any Unsold Shares, a Transmitttee is entitled to Shares following the death of a Founder Shareholder and who produces such evidence of entitlement to those Shares as the other Founder Shareholders may properly require, may choose either to become the Holder of those Shares or to have them transferred to any Family Member of the relevant Founder Shareholder and the provisions of Articles 41 and 42 shall apply.

38 DRAG ALONG

- 38.1 If the Founder Shareholders want to transfer all their Shares (the '**Relevant Shares**') on arm's length terms and in good faith to a bona fide Third Party Purchaser they shall have the option (the '**Drag Option**') to require the other Shareholders (the '**Dragged Shareholders**') to transfer all their Shares (the '**Dragged Shares**') to the Third Party Purchaser with full title guarantee in accordance with this Article 38.
- 38.2 To exercise the Drag Option the Founder Shareholders shall give an irrevocable notice in Writing (the '**Drag Notice**') to the Dragged Shareholders. The Drag Notice shall specify:

- 38.2.1 that the Dragged Shareholders are required to transfer their Dragged Shares to the Third Party Purchaser;
 - 38.2.2 the price receivable by the Founder Shareholders for the Relevant Shares (including details of any non-cash consideration ('**Non-Cash Consideration**') receivable by the Founder Shareholders (or any of them) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Shares (or any of them));
 - 38.2.3 the price the Dragged Shareholders will receive for each Dragged Share (the '**Drag Price**') and details of how that price has been calculated;
 - 38.2.4 the name of the Third Party Purchaser; and
 - 38.2.5 the proposed date for completion of the transfer of the Relevant Shares and the Dragged Shares (which shall be at least seven days after the date of the Drag Notice).
- 38.3 The Drag Price shall be equal to the price per Relevant Share receivable by the Founder Shareholders (including the cash equivalent of any Non-Cash Consideration). Any dispute about the calculation of the Drag Price shall immediately be referred to an Expert (whose decision shall, in the absence of manifest error, be final and binding) and pending its determination neither the Relevant Shares nor the Dragged Shares shall be transferred to the Third Party Purchaser.
- 38.4 Unless the Shareholder Majority and the Dragged Shareholders agree otherwise, the transfer of the Relevant Shares and the Dragged Shares (including payment of the consideration) shall take place on the same day.
- 38.5 The Company is unconditionally and irrevocably authorised to appoint any person as agent of each Dragged Shareholder to execute the required Transfer Forms for the Dragged Shares in the name and on behalf of that Dragged Shareholder and to do such other things as are necessary to transfer the Dragged Shares pursuant to this Article 38.
- 38.6 Upon any person, following the issue of a Drag Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into Shares, whether or not pursuant to a share option scheme (**a New Shareholder**), a Drag Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Third Party Purchaser (or as the Third Party Purchaser may direct) and the provisions of this Article 38 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Notice being deemed served on the New Shareholder and the date of completion of the sale of the Dragged Shares.
- 38.7 A transfer of Dragged Shares to the Third Party Purchaser (or as the Third Party Purchaser may direct) pursuant to a sale in respect of which a Drag Notice has been duly served shall not be subject to the pre-emption provisions of Article 36.
- 38.8 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Notice shall

automatically be revoked by the service of a Drag Notice.

- 38.9 The provisions of this Article 38 shall prevail over any contrary provisions of these Articles.

39 **TAG ALONG**

- 39.1 Subject to Articles 35, 37, and 38 (where a Tag Offer shall not be required) and compliance with Article 36, a Shareholder (the '**Committed Shareholder**') may not transfer any Shares (whether made as one or as a series of transactions (the '**Controlling Shares**') to any person (other than an existing Shareholder) (the '**Proposed Controller**') if it would result in the Proposed Controller (together with his Connected Persons and any persons Acting in Concert with him (together the '**Interested Shareholders**')) obtaining a Controlling Interest unless before that transfer is made the Proposed Controller has made a bona fide offer (the '**Tag Offer**') to the Shareholders (other than the Proposed Controller, the Committed Shareholder and the Interested Shareholders) (the '**Uncommitted Shareholders**') in accordance with this Article 39 to purchase all their Shares (including any Shares which may be allotted to any of them pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into Shares, in existence at the date of the Tag Notice) (the '**Uncommitted Shares**').

- 39.2 The Tag Offer shall be made by notice in Writing (the '**Tag Notice**') and shall specify:

39.2.1 the price the Uncommitted Shareholders will receive for each Uncommitted Share (the '**Tag Price**') and details of how that price has been calculated; and

39.2.2 the date (the '**Close Date**') by which each Uncommitted Shareholder must accept the Tag Offer (which shall be at least 21 days after the date of the Tag Notice).

- 39.3 Any Uncommitted Shareholder who has not accepted the Tag Offer by the Close Date shall be deemed to have rejected the Tag Offer.

- 39.4 The Tag Price shall be equal to the highest price paid or payable by the Proposed Controller (or any Interested Shareholder) for any Share (including the cash equivalent of any non-cash consideration paid or payable which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for that Share). Any dispute about the calculation of the Tag Price shall be immediately referred to an Expert (whose decision shall, in the absence of manifest error, be final and binding) and pending its determination the Controlling Shares shall not be transferred to the Proposed Controller.

- 39.5 Each accepted Tag Offer shall be completed and the consideration in respect of it paid (except insofar as failure to complete is due to the fault of the relevant Uncommitted Shareholder) before any of the Controlling Shares are transferred to the Proposed Controller.

- 39.6 For the purpose of Article 39.1 the expression '**transfer**' shall include the renunciation of a renounceable letter of allotment.

- 39.7 The proposed transfer of Shares to the Proposed Controller is, but the purchase of Shares from any Uncommitted Shareholder who has accepted the Tag Offer pursuant to a Tag Offer made under this Article 39 shall not be, subject to the pre-

emption provisions of Article 36.

40 COMPLIANCE WITH TRANSFER PROVISIONS

- 40.1 For the purpose of ensuring compliance with the provisions of Articles 35 to 39 (inclusive), the Directors may require any Leaver or Shareholder to procure (to the extent he is able) that:

40.1.1 he;

40.1.2 any proposed transferee of any Shares; or

40.1.3 such other person as is reasonably believed to have information and/or evidence relevant to that purpose;

provides to the Directors any information and/or evidence relevant to that purpose and until that information and/or evidence is provided the Directors shall refuse to register any relevant transfer of Shares (except with Founder Shareholder Consent other than the Leaver).

- 40.2 Each Shareholder unconditionally and irrevocably authorises the Company to appoint any person as his agent to give effect to the provisions of these Articles.

41 TRANSMISSION OF SHARES

- 41.1 Subject to the other provisions of these Articles, if title to a Share passes to a Transmitttee, the Company may only recognise that Transmitttee as having any title to that Share.

- 41.2 Subject to the other provisions of these Articles, and pending any transfer of Shares to another person, a Transmitttee has the same rights as the Holder had but, except as provided by Article 20.2, a Transmitttee does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmitttee becomes the Holder of those Shares.

42 EXERCISE OF TRANSMITTEES' RIGHTS

- 42.1 A Transmitttee who in accordance with Article 37.2.8 chooses:

42.1.1 to become the Holder of any Shares to which he has become entitled, must notify the Company in Writing of that choice; and

42.1.2 to have a Share transferred to another person, must execute a Transfer Form in respect of it.

- 42.2 Any transfer made or executed under this Article 42 is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the relevant Share and as if the event which gave rise to the transmission had not occurred.

43 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of any Shares and a Transmitttee is entitled to those Shares, that Transmitttee is bound by the notice if it was given to that Shareholder

before that Transmittée's name has been entered in the register of members as Holder of those Shares.

44 PROCEDURE FOR DECLARING DIVIDENDS

44.1 The Company may by Ordinary Resolution and with Founder Shareholder Consent declare dividends and the Directors with Founder Shareholder Consent may decide to pay interim dividends.

44.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

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

44.4 Unless:

44.4.1 the Shareholders' resolution to declare, or Directors' decision to pay, a dividend; or

44.4.2 the terms on which Shares are issued;

specify otherwise, each dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

44.5 The directors may with Founder Shareholder Consent pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

45 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

45.1 transfer to a bank or building society account specified by the relevant Distribution Recipient either in Writing or as the Directors may otherwise decide;

45.2 sending a cheque made payable to the relevant Distribution Recipient by post to him at his registered address (if he is a Holder of the Share), or (in any other case) to an address specified by him either in Writing or as the Directors may otherwise decide;

45.3 sending a cheque made payable to such person by post to such person at such address as the relevant Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or

45.4 any other means of payment as the Directors agree with the relevant Distribution Recipient either in Writing or by such other means as the Directors decide.

46 NO INTEREST ON DISTRIBUTIONS

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

46.1 the terms on which that Share was issued; or

- 46.2 the provisions of another agreement between the Holder of that Share and the Company.

47 UNCLAIMED DISTRIBUTIONS

- 47.1 All dividends or other sums which are:

47.1.1 payable in respect of Shares; and

47.1.2 unclaimed after having been declared or become payable;

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

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

- 47.3 If:

47.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

47.3.2 the relevant Distribution Recipient has not claimed it;

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

48 NON-CASH DISTRIBUTIONS

- 48.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors and with Founder Shareholder Consent, decide to pay all or part of a dividend or other distribution payable in respect of that Share by transferring non-cash assets of equivalent value (including Shares or other securities in any company).

- 48.2 For the purposes of paying a non-cash distribution, the Directors may (with Founder Shareholder Consent) make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

48.2.1 fixing the value of any assets;

48.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

48.2.3 vesting any assets in trustees.

49 WAIVER OF DISTRIBUTIONS

Any Distribution Recipient may waive his entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect, but if:

- 49.1 that Share has more than one Holder; or

- 49.2 more than one person is entitled to that Share (whether by reason of the death or bankruptcy of one or more joint Holders or otherwise);

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

50 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 50.1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.
- 50.2 A person is able to exercise the right to vote at a general meeting when:
- 50.2.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 50.2.2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 50.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 50.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
- 50.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

51 QUORUM FOR GENERAL MEETINGS

- 51.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 51.2 If the Company has only one Shareholder, one Qualifying Person in attendance at a general meeting is a quorum.
- 51.3 If the Company has more than one Shareholder, two Qualifying Persons in attendance at a general meeting are a quorum, unless each is a Qualifying Person only because he is appointed as proxy of a Shareholder in relation to that meeting and they are proxies of the same Shareholder. However, if a general meeting is adjourned pursuant to Article 54.1 and at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for it, the Qualifying Person or Qualifying Persons present shall constitute a quorum.

52 CHAIRING GENERAL MEETINGS

- 52.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 52.2 If the Directors have not appointed a Chairman or if the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start:
- 52.2.1 the Directors present; or

52.2.2 (if no Directors are present), the meeting;

must appoint a Director or Shareholder to chair that meeting and that appointment must be the first business of that meeting.

53 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS

53.1 Directors may attend and speak at general meetings whether or not they are Shareholders.

53.2 The Chairman of the Meeting may permit other persons who are not:

53.2.1 Shareholders; or

53.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings;

to attend and speak at any general meeting.

54 ADJOURNMENT OF GENERAL MEETINGS

54.1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

54.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

54.2.1 that meeting consents to an adjournment; or

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

54.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting.

54.4 When adjourning a general meeting, the Chairman of the Meeting must:

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

54.4.2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting.

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

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

54.5.2 containing the same information which such notice is required to contain.

54.6 No business may be transacted at an adjourned general meeting which could not

properly have been transacted at the relevant general meeting if the adjournment had not taken place.

55 VOTING AT GENERAL MEETINGS: GENERAL

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

55.2 On a vote on a resolution on a show of hands at a general meeting every Shareholder (whether present in person or by one or more proxies) has one vote.

55.3 On a vote on a resolution on:

55.3.1 a poll taken at a general meeting; or

55.3.2 a written resolution;

every Shareholder has one vote in respect of each Share held by him.

56 ERRORS AND DISPUTES

56.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.

56.2 Any objection pursuant to Article 56.1 must be referred to the Chairman of the Meeting, whose decision is final.

57 POLL VOTES

57.1 A poll on a resolution may be demanded:

57.1.1 in advance of the general meeting where it is to be put to the vote; or

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

57.2 A poll may be demanded by:

57.2.1 the Chairman of the Meeting;

57.2.2 the Directors;

57.2.3 two or more persons having the right to vote on the relevant resolution; or

57.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the relevant resolution.

57.3 A demand for a poll may be withdrawn if:

57.3.1 the poll has not yet been taken; and

57.3.2 the Chairman of the Meeting consents to the withdrawal.

- 57.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

58 CONTENT OF PROXY NOTICES

- 58.1 Proxies may only validly be appointed by a notice in Writing (a **'Proxy Notice'**) which:

- 58.1.1 states the name and address of the Shareholder appointing the proxy;
- 58.1.2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed;
- 58.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 58.1.4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates.

- 58.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.

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

- 58.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- 58.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting; and
- 58.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself.

59 DELIVERY OF PROXY NOTICES

- 59.1 Any notice of a general meeting must specify the address or addresses (the **'Proxy Notification Address'**) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.

- 59.2 Subject to Articles 59.3 and 59.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates.

- 59.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

- 59.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:

- 59.4.1 in accordance with Article 59.2; or
- 59.4.2 at the meeting at which the poll was demanded to the Chairman, company

secretary or any Director.

- 59.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 59.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address.
- 59.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.
- 59.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf.

60 AMENDMENTS TO RESOLUTIONS

- 60.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - 60.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine); and
 - 60.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 60.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - 60.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 60.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 60.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

61 MEANS OF COMMUNICATION TO BE USED

- 61.1 Subject to the other provisions of these Articles:
 - 61.1.1 anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company;
 - 61.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these Articles or the

Act to be sent or supplied by the Company to any Shareholder available on a website; and

61.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

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

61.3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company.

62 COMPANY SEALS

62.1 Any common seal may only be used by the authority of the Directors.

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

62.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

63 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

63.1 Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person (other than a Founder Shareholder) is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

64 DIRECTORS' INDEMNITY

64.1 Subject to Article 64.2, a Relevant Director may be indemnified out of the Company's assets against:

64.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company;

64.1.2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act);

64.1.3 any other liability incurred by him as an officer of any Group Company.

64.2 Article 64.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

65 DIRECTORS' INSURANCE

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

66 PURCHASE OF OWN SHARES

66.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year of the Company not exceeding the lower of:

66.1.1 £15,000; and

66.1.2 the nominal value of 5% of the Company's fully paid up share capital at the beginning of each financial year of the Company.

66.2 On a purchase of Shares in accordance with Chapter 4 of Part 18 of the Act, the Company may:

66.2.1 deal with any of the Shares, at any time, in accordance with section 727; or

66.2.2 cancel any of the Shares, at any time, in accordance with section 729 of the Act.

67 DATA PROTECTION

67.1 Each of the Shareholders and Directors (from time to time) consents to the processing of his personal data by the Company, its Shareholders and Directors (**each a Recipient**) for the purposes of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

67.2 The personal data that may be processed for such purposes under this Article 67 shall include any information which may have a bearing on the prudence or commercial merits of investing in, or disposing of any Shares (or other investment or security) in, the Company. Save as required by law, court order or any regulatory authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

67.2.1 a Member of the Same Group as the Recipient (each a Recipient Group Company);

67.2.2 employees, directors and professional advisers of that Recipient or any Recipient Group Company; and

67.2.3 funds managed by any of the Recipient Group Companies.

67.3 Each of the Shareholders and Directors consent (from time to time) to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.