

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

- of -

NG SECURITY (UK) LIMITED

(Company number. 11204446)

Passed on 12th July 2018

The following resolutions were duly passed as Ordinary and Special resolutions on 12th July 2018, by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

1. THAT, the new articles of association, in the form attached to this written shareholders' resolution and signed by the Chairman for the purposes of identification, be adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association.

ORDINARY RESOLUTIONS

1. That 85 Ordinary Shares registered in the name of Jonathan Lassman be redesignated as 85 A Ordinary shares;
2. That 85 Ordinary Shares registered in the name of Philip Andrew Dick be redesignated as 85 B Ordinary shares;
3. That 20 Ordinary Shares registered in the name of Dilan Hindocha be redesignated as 20 C Ordinary shares; and
4. That 10 Ordinary Shares registered in the name of Robert Jeffery be redesignated as 20 C Ordinary shares; and
5. That the rights attached to the A Ordinary, B Ordinary and C Ordinary shares shall be varied as follows:

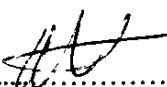
"The A Ordinary, B Ordinary and C Ordinary shares shall rank pari passu in all aspects, but shall not rank equally for dividends, and different dividends may be declared and paid in respect of each class of shares."

Signed
(Chairman)

Dated... 12/07/2018



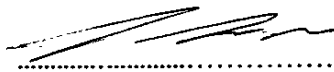
Signed by Anne-Marie Mason


.....

Date

22/10/19
.....

Signed by Christine Cooper


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Date

22/10/19
.....

NOTES

You can choose to agree to all of the Ordinary Resolutions and Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company

By Hand: delivering the signed copy to Champion Accountants, 1 Worsley Court, High Street, Worsley, Manchester, M28 3NJ.

If you do not agree to all of the resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.

Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

Unless within 28 days of the Circulation Date sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.

In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

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.

Company No. 11204446

Date 12th July 2018

ARTICLES OF ASSOCIATION

of

NG SECURITY (UK) LIMITED

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES ARTICLES OF ASSOCIATION OF
NG Security (UK) LIMITED

(adopted by a special resolution passed on 12th July 2018)

1. EXCLUSION

Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies shall apply to the Company. The following shall be the Company's articles of association.

2. INTERPRETATION

2.1. in these Articles the following words and expressions have the following meanings:-

Act	the Companies Act 2006 and every statutory modification, re-enactment or replacement of that Act for the time being in force;
A Director	any person (or that person's alternate director) so appointed by a member or members holding A Shares;
A Shares	A ordinary shares of £1 each, having the rights set out in these Articles;
Appointor	has the meaning given in article 13.1;
B Director	any person (or that person's alternate director) so appointed by a member or members holding B Shares;
B Shares	B ordinary shares of £1 each, having the rights set out in these Articles;
C Shares	C ordinary shares of £1 each, having the rights set out in these Articles;
Conflict	has the meaning given in article 18.1;
Controlling Interest	shares conferring in the aggregate 50% or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote on all resolutions (excluding any Treasury Shares);

Deemed Transfer	has the meaning set out in article 8.1;
Employee	means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group;
Family Trusts	as regards any particular individual member or deceased or former individual member, trusts (whether arising under settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relation of the individual and so that for these purposes a person shall be deemed to be beneficially interested in a share if such share or its income is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred by such trusts on any person or persons;
Independent Expert	an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, whose decision will be final and binding save in the case of manifest error;
Group	in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company;
interested director	has the meaning given in article 18.1;
Leaver	means a holder of B Shares who: <ul style="list-style-type: none"> (a) ceases to be an Employee at any time for any reason; or (b) dies; or (c) ceases to devote the whole of his time and attention to the business of the Company (holidays or illness excepted) death; or (d) suffers permanent incapacity; or (e) breaches any restrictions given in favour of the Company or any member of its Group whether contained in an employment or consultancy agreement

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or otherwise; or

- (f) a petition being presented, or an order being made, for the shareholder's bankruptcy; or
- (g) an application to the court being made under section 253 of the Insolvency Act 1986 where the shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
- (h) the shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or
- (i) the shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
- (j) the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
- (k) any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
- (l) the happening in relation to a shareholder of any event analogous to any of the events in paragraphs (e) – (i) above in any jurisdiction in which he is resident, carries on business or has assets; or
- (m) is disqualified from acting as a company director;

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Leaver Shares

All the shares in the Company held by:

- (a) the Leaver in question; and
- (b) any Permitted Transferee of that Leaver;

Model Articles

the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Permitted Transfer

has the meaning given in article 7.1;

Permitted Transferee

has the meaning given in article 7.1;

Privileged Relation	<p>as regards any particular individual member or deceased or former individual member:</p> <p>(a) his spouse or civil partner;</p> <p>(b) his surviving spouse or civil partner; and</p> <p>all his lineal descendants and ascendants in direct line of that individual and their lineal descendants and a spouse or civil partner or former spouse or civil partner or widower or widow of any of the above persons. A step-child or adopted child or illegitimate child of any person shall be deemed to be a lineal descendant of such person and of the lineal ascendants of such person;</p>
Relevant Shares	(so far as the same remain for the time being held by a Privileged Relation or the trustees of any Family Trusts) the shares originally transferred to such Privileged Relation or trustees and any additional shares issued to such Privileged Relation to trustees and any additional shares issued to such Privileged Relation to or trustees by capitalization or acquired by such Privileged Relation or trustees in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred;
Sale	the sale of (or the grant of a right to acquire or to dispose of) to a bona fide third party of the entire issued share capital of the Company (whether in one transaction or as a series of transactions;
Sale Shares	shares specified in a Transfer Notice or Deemed Transfer Notice;
Relevant Majority Consent	the written consent of the holders of all the A Shares in the Company (but excludes the any A Shares held by the Company as Treasury Shares);
shareholder	means any holder of any Shares (but excludes the Company holding Treasury Shares);
Shares	the A Shares and/or the B Shares and/or the C Shares;
Transfer Notice	a notice in writing given or to be given to the Company by a member who wishes to transfer shares or any interest in shares;
Treasury Shares	means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;
Working Day	any day (other than a Saturday, Sunday or public holiday in

the United Kingdom) when clearing banks in the City of London are generally open for business.

2.2. In these Articles:-

- 2.2.1. any gender includes any other gender;
- 2.2.2. the singular includes the plural and vice versa;
- 2.2.3. the headings in these Articles are for convenience only and shall not affect the interpretation of these Articles;
- 2.2.4. a reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise;
- 2.2.5. for the purposes of articles 8 and 9 only, the meaning of the expression "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax);
- 2.2.6. whether or not persons are "acting in concert" will be determined by the then most recent edition of the City Code on Takeovers and Mergers;
- 2.2.7. references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 2.2.8. general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- 2.2.9. "equity securities" has the same meaning as in section 560 of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;
- 2.2.10. reference to "issued Shares" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
- 2.2.11. reference to the "holders" of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.

2.3. For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:

- 2.3.1. receive notice of or to attend or vote at any general meeting of the Company;
- 2.3.2. receive or vote on any proposed written resolution; and
- 2.3.3. receive a dividend or other distribution
- save as otherwise permitted by section 726(4) of the Act.

3. THE MODEL ARTICLES

- 3.1. The regulations contained in the Model Articles are incorporated into these Articles and apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.

- 3.2. Regulations 6(2), 7, 9(1), 11 to 14 (inclusive), 16, 17(1), 26(5), 38, 39, 43, and 51 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 3.3. Regulations 8, 9(2), 18, 20, 25 and 44(2) of the Model Articles shall apply to the Company with the modifications set out below.

4. SHARE CAPITAL

- 4.1. The share capital of the Company at the date of the adoption of these Articles is divided into A Shares, B Shares and C Shares. Except as expressly provided in these Articles, the A Shares and the B Shares shall rank pari passu in all respects. The C Shares shall have the rights set out in these Articles.

4.2. Rights attaching to A Shares, B Shares and C Shares

- 4.2.1. The A Shares, the B Shares and the C Shares shall constitute separate classes of shares.

- 4.2.2. The following shall not be deemed to be a variation of the special class rights attached to the shares of each of the A Shares class and/or the B and/or C Shares class:-

4.2.2.1. by the Company:-

- 4.2.2.1.1. altering its articles of association; or
- 4.2.2.1.2. varying in any way (whether directly or indirectly) the rights attached to any of the shares for the time being in the capital of the Company; or
- 4.2.2.1.3. applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company; or
- 4.2.2.1.4. entering into a contract to purchase any of its shares; or
- 4.2.2.1.5. redeeming any of its shares; or

4.2.2.2. by the Company or any of its subsidiaries:-

- 4.2.2.2.1. increasing, reducing, sub-dividing, redenominating or consolidating its share capital or altering its share capital in any other way; or
- 4.2.2.2.2. granting any option or other right to subscribe for shares; or
- 4.2.2.2.3. resolving to put itself into liquidation; or
- 4.2.2.2.4. disposing of its undertaking or any substantial part thereof; or
- 4.2.2.2.5. disposing of or acquiring any interest in any share in the capital of any company.

- 4.2.3. On a return of assets on a liquidation, capital reduction, winding up or otherwise the A Shares, B Shares and C Shares shall rank equally and the assets of the Company remaining after the payment of its liabilities shall be used in paying the A Shares, B Shares and C Shares as if they constituted one and the same class.

- 4.2.4. The A Shares, the B Shares and the C Shares shall not rank equally for dividends and different dividends may be declared and paid in respect of each class of shares.

- 4.2.5. The A Shares and the B Shares and the C Shares shall rank pari passu for voting i.e.

each A Share shall carry 1 vote, each B Share shall carry 1 vote and each C Share shall carry 1 vote.

- 4.2.6. The rights attaching to the C Shares shall not entitle the holders to receive notice of, attend, speak or vote at any general meeting of the Company or have a right to receive and execute written resolutions for shareholders.

- 4.3. No variation of the rights attaching to any class of shares shall be effective except with:-

4.3.1. the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class; or

4.3.2. the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the relevant class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll. For the purpose of this article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

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

5. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 5.1. In accordance with section 567 of the Act, sections 561 and 562 of the Act do not apply to an allotment of equity securities made by the Company.

- 5.2. Subject to article 4.6, unless otherwise agreed by Relevant Majority Consent or by written resolution, if the Company proposes to allot any equity securities those equity securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Shares on the same terms and at the same price as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions). The offer:

5.2.1. shall be in writing, give details of the number and subscription price of the equity securities; and

5.2.2. may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess equity securities (**Excess Securities**) for which they wish to subscribe.

- 5.3. If the offer is not accepted by all the holders pursuant to the offer made to them in accordance with article 5.2 shall be for satisfying any requests for **Excess Securities** made pursuant to article 5.2.2 and in the event that there are insufficient **Excess Securities** to satisfy the requests, the **Excess Securities** shall be allotted to the applicants on a pro rata basis to the number of Shares held by the applicants immediately prior to the offer and the allotment shall be made as nearly as may be without involving

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

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- 6.5. For the purpose of ensuring that a transfer of shares is permitted under these Articles, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given under these Articles, the directors may require any member or the administrator or liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within such time as the directors may reasonably stipulate, the directors shall be entitled to refuse to register the transfer in question.
- 6.6. Where a holder of A or B Shares acquires or has transferred to him/it B shares or C Shares pursuant to article 8 or otherwise or a holder of B Shares acquires or has transferred to him/it A Shares or C Shares pursuant to article 8 or otherwise or a holder of C Shares acquires or has transferred to him/it A Shares or B Shares pursuant to article 8 or otherwise then such shares shall be automatically re-designated as the same class of share that such member owns prior to the acquisition or transfer.
- 6.7. Notwithstanding any other provision of these articles, except in the circumstances of a Permitted Transfer, Article 7.4 or a compulsory transfer pursuant to article 9, no transfer of any C Shares may take place unless the prior written consent of the holders of all the A Shares and all the B Shares is obtained who may attach such stipulations and conditions as they see fit.

7. PERMITTED TRANSFER OF SHARES

- 7.1. Subject to the other provisions of this Article 7, any A or any B Shares may at any time be transferred:-
- 7.1.1. by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to a Privileged Relation of such member; or
- 7.1.2. by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to trustees to be held upon Family Trusts related to such individual member
- (each such transferee being a "Permitted Transferee" which term shall include any person referred to in article 7.2).
- 7.2. Where shares have been transferred under Articles 7.1.1 or 7.1.2 to trustees of Family Trusts, the trustees and their successors in office may (subject to the provisions of Article 8.2) transfer all or any of the Relevant Shares as follows:-
- 7.2.1. to the trustees for the time being of the Family Trust concerned on any change of trustees;
- 7.2.2. to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or discretion vested in the trustees thereof or any other person; and
- 7.2.3. to the relevant member or former member or any Privileged Relation of the

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relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid.

- 7.3. If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except when a transfer of those shares is authorised to be and is to be made to the person or persons entitled to them, it shall be the duty of the trustees holding such shares to notify the directors in writing that such event has occurred and the trustees shall be bound within 30 days of a request in writing by the directors so to do, to re-transfer the Relevant Shares so that they are held by either one or more Privileged Relations of the original member or upon Family Trusts and if they fail to do so, the trustees shall be bound to serve a Transfer Notice in respect of the shares concerned.
- 7.4. If following any transfer of shares permitted pursuant to this article 7 any person to whom shares are transferred as a Privileged Relation ceases to be a Privileged Relation of the relevant member or former member, the relevant former Privileged Relation holding such shares shall immediately notify the directors in writing that such event has occurred and the former Privileged Relation shall be bound, if and when required in writing by the directors so to do within 12 months of the directors being notified that the member has ceased to be a Privileged Relation, immediately to transfer the Relevant Shares back to the member who transferred the Relevant Shares to him or to another Privileged Relation or upon Family Trusts.
- 7.5. A transfer of any Shares with Relevant Majority Consent may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 7.6. The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Relevant Majority Consent.
- 7.7. Notwithstanding anything to the contrary contained in these Articles, A Shares (but not any other class of shares) may be transferred to any person under the will or laws of intestacy applicable to any A Shareholder and the Company shall register any such transfers.

8. PRE-EMPTION ON TRANSFER

- 8.1. Except where otherwise provided in these articles (including under article 6), every shareholder who desires to transfer any interest in shares (**Seller**) must serve a Transfer Notice and any shareholder who is required by these articles to transfer any interest in shares will be deemed to have served a Deemed Transfer Notice. A holder of A Shares, B Shares or C Shares may only serve a Transfer Notice with Relevant Majority Consent. However, Relevant Majority Consent is not required where a Deemed Transfer Notice is deemed served by any Shareholder.
- 8.2. Transfer Notices and Deemed Transfer Notices shall constitute the Company as the Seller's agent for the sale of the Sale Shares at the price at which the Seller wishes to offer the Shares for sale or, if none at a price agreed by the Seller and the Directors (the **Sale Price**). If the Seller and the Directors are unable to agree a price within 42 days of the Transfer Notice being given or being deemed to have been given, the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of the Sale Shares (**Fair Value**). In arriving at his opinion the Independent Expert will value the Sale

Shares as at the date the Transfer Notice is given, or is deemed to have been given, on a going concern basis as between a willing seller and a willing buyer, ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority or deadlocked interest, ignoring any Treasury Shares and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

- 8.3. A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition (a **Total Transfer Condition**) that unless all the Sale Shares are sold by the Company pursuant to this article none shall be sold. Any such provision shall be binding on the Company.
- 8.4. If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. The Seller shall be entitled by notice in writing given to the Company within 14 days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Seller cancels the Company's authority to sell the Sale Shares in which case the Seller shall bear the cost.
- 8.5. Once the Sale Price has been agreed or determined (as the case may be) then, unless the Seller has given a valid notice of cancellation pursuant to article 8.4, the Sale Shares shall be offered for sale in accordance with the following provisions of this article.
- 8.6. If the Sale Shares are A and/or B Shares they shall forthwith be offered for sale by the Company giving notice in writing to that effect to all existing holders of A Shares and B Shares (other than the Seller) unless there are no other holders of A and/or B Shares in which case [the Company shall be entitled to purchase such A and/or B Shareholders Shares and if they do not] the notice shall be given to the holders of C Shares. If the Sale Shares are C Shares they shall forthwith be offered for sale by the Company giving notice in writing to that effect to all existing holders of A and/or B Shares. The notice shall specify:-
- 8.6.1. the number of Sale Shares on offer and the Sale Price;
- 8.6.2. whether the Sale Shares are subject to a Total Transfer Condition; and
- 8.6.3. the date by which the application to purchase the Sale Shares has to be received by the Company (being a date no less than 42 days and no more than 60 days after the date of the notice).
- 8.7. The notice shall set out the method of allocation of the Sale Shares and shall invite each holder of A and/or B Shares to apply in writing to the Company for as many of the Sale Shares (if any) as that shareholder would like to purchase. If there are no holders of A Shares, references in articles 8.6 to 8.10 to a holder of an A Share shall be read as a holder of a B Share. If there are no holders of B Shares, references in articles 8.6 to 8.10 to a holder of an B Share shall be read as a holder of a A Share.
- 8.8. The Sale Shares shall be allocated by the Directors in satisfaction of the applications received in accordance with the procedure set out in this article.
- 8.9. If the total number of Sale Shares applied for by the shareholders is equal to or less than the number of Sale Shares available, the Sale Shares shall be allocated in satisfaction of the applications received.
- 8.10. If the total number of Sale Shares applied for is more than the number of Sale Shares

available, the Directors shall allocate Sale Shares in satisfaction of each holder of A and/or B Shares application for Sale Shares in accordance with the following formula. This formula shall be applied repeatedly until such time as there are no Sale Shares remaining to be allocated. Each application of the formula is herein referred to as an "iteration":-

$$A = \frac{B}{C} \times D$$

- A** is the number of Sale Shares to be allocated to the relevant shareholder in the iteration;
- B** is the number of A and/or B Shares held by the shareholder prior to the contemplated transfer;
- C** is the case number of shares held by all holders of A and/or B Shares to whom the iteration is being applied;
- D** is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations.

- 8.11. If, in any iteration, a shareholder would be allocated all or more than all of the Sale Shares for which he applied (including allocations from previous iterations) then any excess will not be allocated to that shareholder. That shareholder will cease to take part in any further iterations and the excess Sale Shares will be available for allocation in the next iteration.
- 8.12. The Company shall notify the Seller and each shareholder who applied for Sale Shares ("Transferee") of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.
- 8.13. If the Company finds a purchaser or purchasers for all or any of the Sale Shares under the terms of articles 8.5 to 8.12 (inclusive) the Seller shall be bound, upon receipt of the Sale Price, to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Seller defaults in transferring Sale Shares the Company shall, if so required by the person or persons willing to purchase such Sale Shares, receive and give a good discharge for the purchase money on behalf of the Seller and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Shareholders as the holder of such of the Sale Shares as have been transferred to them.
- 8.14. If the offer of the Sale Shares at the Sale Price shall not be taken up in whole or in part by the Transferees (where there is not a Total Transfer Condition) by the shareholders (other than the Seller) then the Sale Shares (or the remaining Sale Shares, as the case may be) shall be offered for re-purchase by the Company at the Sale Price subject to the Act but any such re-purchase must be completed within six weeks of the Sale Shares being so offered. If the Company does not so re-purchase the Sale Shares (or the remaining Sale Shares as the case may be) then the Seller:
- 8.14.1. unless Transfer Notice was a Deemed Transfer Notice, for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to bona fide arm's length purchaser who is not a member of the Company at a price not being less than the Sale Price (after deducting, where appropriate,

any dividend or other distribution declared or made in respect of the Sale Shares after the giving of the Transfer Notice and to be retained by the Seller) and otherwise on the terms set out in the Transfer Notice;

8.14.2. if the Shareholder has died, the Sale Shares may be transferred by any person entitled to the Sale Shares whether by will or intestacy in consequence of the death of the individual member to any Privileged Relation of that Individual Member;

8.14.3. if the Shareholder has become insolvent, the person entitled to the Sale Shares may (subject to the terms of any written shareholders agreement from time to time in force between the members), upon such evidence being produced as the directors may properly require, elect either to become the holder of the share by any person entitled to the Sale Shares or to have some person nominated by him registered as a transferee and:

8.14.3.1. if he elects to become the holder he shall give notice to the Company to that effect; and

8.14.3.2. if he elects to have another person registered he shall execute an instrument of transfer of the share to that person; and

8.15. The directors may at any time give notice requiring a person becoming entitled to a share in consequence of the death or bankruptcy of a member in accordance with article 8.15.2 or 8.15.3 to elect either to become the holder of the share or to have some person nominated by him registered as the transferee and if the notice is not complied with within 90 days the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.


8.16. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend and vote at any meeting of the company or of any separate meeting of the holders of any class of shares in the Company.

8.17. Any purported transfer of shares otherwise than in accordance with the provisions of these articles shall be void and have no effect.

8.18. Where under the provisions of these Articles any shares of whatever class are offered to the A Shareholders and/or the B Shareholders, the A Shareholder and/or the B Shareholder may with the unanimous consent of all the A and B Shareholders (including the transferring shareholder if he is an A or B Shareholder) require the Company to purchase all or some of such shares subject to compliance with applicable legislation and in such circumstances the Shareholders shall on request by any A Shareholder or the Company do all such things and execute all such documents and resolutions as are reasonably necessary to effect such a purchase by the Company as are in their respective power or control.

9. COMPULSORY TRANSFERS

9.1. For the purposes of this article 9, the following shall be deemed to be service of a Transfer Notice by the relevant member in respect of all the shares in the Company held by him and his Permitted Transferees:-

- 
- 9.1.1. if a member, being an individual other than an A or B Shareholder, dies
- 9.1.2. except in the case of a Permitted Transfer, any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
- 9.1.3. any sale, dealing or other disposition of a share or any interest therein or rights attaching thereto (whether or not for consideration or otherwise) otherwise than in accordance with the provisions of these Articles;
- 9.1.4. if a member enters into a transaction of the kind referred to in this article 9 or otherwise attempts to transfer any shares otherwise than in accordance with these Articles;
- 9.1.5. if a member which is a company or a limited liability partnership at any time ceases to be controlled by the person (which expression shall include a body corporate or a firm) or persons who at the time when the company became a member had control. For the purposes of this article 9.1.5, a person shall be that company or interests in that limited liability partnership or otherwise, the person concerned is able directly or indirectly to secure that the affairs of that limited company or limited liability partnership are conducted in accordance with the wishes of that person or persons (save that, in the case of any Permitted Transferee, it shall first be permitted to transfer (within 30 days) those Shares back to the original shareholder from whom it received its Shares or to any other Permitted Transferee before being deemed to serve a Transfer Notice);
- 9.1.6. the passing of a resolution for the liquidation of the member;
- 9.1.7. the issue at court of a notice of intention to appoint an administrator to the member, a notice of appointment of an administrator to the member or an application for an administration order in respect of the member;
- 9.1.8. the making at court of a winding-up order of the member;
- 9.1.9. any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the member;
- 9.1.10. the member is unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986;
- 9.1.11. the member enters into a composition or arrangement with its creditors;
- 9.1.12. any charger takes any step to enforce any charge created over any shares held by the member in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- 9.1.13. if an order is made in relation to the relevant member's personal welfare or property and affairs under legislation relating to mental health or mental capacity unless within 60 days of such order being made, the shareholders' Shares are transferred to a Privileged Relation or Family Trust as permitted by Article 6.
- 9.2. A Transfer Notice deemed to have been given under article 9.1 shall not be revocable and if a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under this article 9 then this article 9 shall apply.

- 9.3. If any holder of B Shares becomes a Leaver the relevant shareholder shall be deemed to have given a Transfer Notice in respect of all the shares held by him/her in the capital of the Company. In such circumstances the Sale Price shall be as follows:

- 9.3.1. where the person is a Leaver within 12 months of the date of adoption of these Articles, £1;
- 9.3.2. where the person is a Leaver between 12 and 24 months of the date of adoption of these Articles, 50% of Fair Value;
- 9.3.3. where the person is a Leaver, more than 24 months of the date of adoption of these Articles, Fair Value

but for the purposes of this Article 9.3.1 Fair Value shall, take into consideration any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that the Leaver will no longer be providing services to the Company, if that is the case.

10. TAG ALONG

- 10.1. Notwithstanding any other provision in these articles, no sale or transfer or other disposition of any interest in any shares (**Specified Shares**) shall have any effect if it would result in a Controlling Interest being obtained in the Company by a bona fide arm's length purchaser who is not an existing member unless, before the sale, transfer or other disposition takes effect, the proposed transferee has made a bona fide offer in accordance with this article 10 to purchase at the specified price (defined in article 10.3.2) all the shares (or where only a proportion of shares are being purchased, a ratable proportion of the shares) held by all the other shareholders (except any shareholder which has expressly waived its right to receive such offer for the purpose of this article).
- 10.2. An offer made under article 10 shall be in writing, open for acceptance for at least 21 days and shall be deemed to be rejected by any shareholder who has not accepted it in accordance with its terms within the time period for acceptance.
- 10.3. For the purpose of article 10.1:-
- 10.3.1. the expression "transfer" shall include the renunciation of a renounceable letter;
- 10.3.2. the expression 'specified price' means a price per share equal to the highest price paid (or payable pursuant to such bona fide offer referred to in article 10.1) by the transferee or persons acting in concert with him or connected with him for any shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as part of the overall consideration paid or payable for the specified shares.
- 10.4. If the specified price or its cash equivalent for any shares cannot be agreed within 14 business days of the proposed sale, transfer or other disposition referred to in article 10.1 between the proposed transferee and shareholders holding 75% of the class of shares concerned (excluding the transferee and persons who have waived their right to receive an offer), it may be referred to the Company's accountants by any shareholder and, pending its determination, the sale, transfer or other disposition referred to in article 10.1 shall have no effect. The costs of the Company's accountants shall be borne as the Company's accountants shall determine and they shall act as expert and not as arbitrator and their decision shall be final and binding on the shareholders.
- 10.5. The rights of pre-emption set out in these articles shall not arise on any transfer of shares

made in accordance with articles 10.1 to 10.4 inclusive. Further, the provisions of articles 10.1 to 10.4 shall not apply where a Drag Along Notice has been served.

11. DRAG ALONG

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- 11.1. If having exhausted the provisions of Article 8 (or all the A and B Shareholders have waived the requirement to comply with Article 8), the holders of all of the A and/or B Shares in issue (excluding Treasury Shares) for the time being (the **Selling Shareholders**) are entitled to and wish under the provisions of that Article to transfer all their interest in shares (the **Sellers' Shares**) to a bona fide arm's length purchaser (the **Third Party Purchaser**), the Selling Shareholders shall have the option (the **Drag Along Option**) to require all the other Shareholders (the **Called Shareholders**) to sell and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this article 11.
- 11.2. The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the **Called Shares**) pursuant to this article 11, the persons to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this article) and the proposed date of transfer. The consideration for which each Called Share is to be transferred shall be the price per share (including other related terms and money or monies worth) at which and otherwise on the same terms as the relevant transfer of Sellers' Shares referred to in article 11.1 takes place.
- 11.3. Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 11.4. Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:-
- 11.4.1. all of the Called Shareholders and the Selling Shareholders agree otherwise;
- or
- 11.4.2. that date is less than 3 days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice.
- 11.5. The rights of pre-emption set out in these articles shall not arise on any transfer of shares to a Third Party Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 11.6. If any shareholder does not on completion of the sale of Called Shares execute transfer(s) in respect of all the Called Shares held by them the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as they may direct) and the Directors shall forthwith register the Third Party Purchaser (or as they may direct) as the holder thereof. After the Third Party Purchaser (or their nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of shares under or in article 11.6 that no share certificate has been produced.

- 11.7. Upon any person, following the issue of a Drag Along Notice, becoming a shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous Drag Along Notice who shall thereupon be bound to sell and transfer all such shares acquired by them to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this article shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Shareholder.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1. The holders of not less than 75% of the A and B Shares in issue (excluding Treasury Shares) present in person or by proxy or by a duly authorised corporate representative shall be a quorum at a general meeting of the Company or at an adjourned general meeting.
- 12.2. The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the A Shareholders by majority shall be entitled to appoint another A Shareholder present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 12.3. At a general meeting, on a show of hands every shareholder eligible to vote who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote in which case on a show of hands he shall be entitled to one vote for his own shares and one vote for each proxy which he holds; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right.
- 12.4. Regulation 44(2) of the Model Articles shall be amended so that a poll may also be demanded by any member entitled to vote present in person or by proxy or by a duly authorised corporate representative of such member.

13. NUMBER OF DIRECTORS

The number of directors shall be not less than two. The maximum number of directors shall be 4 unless a higher number is determined with Relevant Majority Consent.

14. ALTERNATE DIRECTORS

- 14.1. Any director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor subject to obtaining the prior written consent of the other directors, such consent not to be unreasonably withheld or delayed. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.

14.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

14.3. The notice must:-

14.3.1. identify the proposed alternate; and

14.3.2. 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 director giving the notice.

14.4. An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

14.5. Except as these Articles specify otherwise, alternate directors:-

14.5.1. are deemed for all purposes to be directors;

14.5.2. are liable for their own acts and omissions;

14.5.3. are subject to the same restrictions as their appointors; and

14.5.4. are not deemed to be agents of or for their appointors,

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

14.6. A person who is an alternate director but not a director:

14.6.1. may be counted as participating for the purposes of determining whether a quorum is present (but only, if that person's appointor is not participating); and

14.6.2. may participate in an unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate).

14.7. A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

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

14.9. An alternate director's appointment as an alternate terminates:-

14.9.1. when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

14.9.2. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; or

14.9.3. when the alternate director's appointor ceases to be a director for whatever reason.

15. APPOINTMENT AND REMOVAL OF DIRECTORS

15.1. Each A Shareholder who holds at least 30% of the A Shares in issue (excluding Treasury

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Shares) is entitled to be a director of the Company at all times that he holds the qualifying percentage (each, an "A Director"). If an A Shareholder holds more than 60% of the total Shares from time to time in issue (excluding any Shares held as Treasury Shares) as well as being an A Director, he shall be entitled to appoint an additional person as an additional A Director.

- 15.2. Each B Shareholder who holds at least 30% of the B Shares in issue (excluding Treasury Shares) is entitled to be a director of the Company at all times that he holds the qualifying percentage (each, a "B Director"). If a B Shareholder holds more than 60% of the total Shares from time to time in issue (excluding any Shares held as Treasury Shares) as well as being a B Director, he shall be entitled to appoint an additional person as an additional B Director.
- 15.3. Every director appointed pursuant to this article 15 shall hold office until that director ceases to be entitled to be a director under Article 15.1 or 15.2 (as a result of not holding the qualifying percentage of shares) dies or vacates office and neither the Company in general meeting or by written resolution nor the directors shall have power to fill any such vacancy.
- 15.4. The right to appoint and to remove A or B Directors under this article 15 shall be a class right attaching to the A Shares and the B Shares respectively.
- 15.5. If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 15.6. On any resolution to remove an A Director who is entitled to be an A Director, his appointor shall have such number of votes as is necessary to defeat that resolution.
- 15.7. On any resolution to remove a B Director who is entitled to be a B Director, the B Shareholders shall have such number of votes as is necessary to defeat that resolution.
- 15.8. No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles except as provided by law.
- 15.9. Any director shall be entitled from time to time to make such disclosures to a shareholder (and where that shareholder is a body corporate to its holding company or any of the subsidiary companies of such holding company) appointing the director as to the business and affairs of the Company as the director shall in that person's absolute discretion determine.
- 15.10. Regulation 18 of the Model Articles shall be amended so the following is added after regulation 18(6) as a new regulation 18(7): "he is removed from office pursuant to these Articles".

16. DIRECTORS' EXPENSES

Regulation 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary (if there is one))" before the words "properly incur".

17. PROCEEDINGS OF DIRECTORS

- 17.1. Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with regulation 8 of the Model Articles.
- 17.2. Subject as provided in these Articles, the directors may participate in directors' meetings

for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

- 17.3. All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless:-

17.3.1. more votes are cast for it than against it; and

17.3.2. at least one A Director and one B Director are participating in the meeting of the directors or of the committee of the directors and all A Directors and all B Directors have voted in favour of it.

- 17.4. Each director has one vote at a meeting of directors.

- 17.5. If at any time prior to or before any meeting of the directors or of any committee of the directors all A Directors and all B Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

- 17.6. A committee of the directors must include at least one A Directors and one B Director. The provisions of article quorum for directors' meetings shall apply equally to meetings of any committee of the directors as to meetings of the directors.

- 17.7. Any director may call a meeting of directors by giving not less than five working days' notice of the meeting (or such shorter period of notice as agreed in writing by all the Directors to each director or by authorising the Company secretary (if any) to give such notice. Participation in a meeting of directors by all directors entitled to attend the meeting shall be deemed consent to whatever notice of meeting was given.

- 17.8. In addition to the matters specified in regulation 9(2) of the Model Articles, notice of any directors' meeting must also be accompanied by:-

17.8.1. an agenda specifying in reasonable detail the matters to be raised at the meeting; and

17.8.2. copies of any papers to be discussed at the meeting.

Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing or at the meeting.

- 17.9. Meetings of the directors shall be held at the Company's registered office or such other location as the directors of the Company agree.

- 17.10. Meetings of the directors shall be held not less than every three months and on such dates as the directors may agree (or failing such agreement, on such date as the chairman shall decide).

- 17.11. Decisions of the directors taken in accordance with regulation 8 of the Model Articles may be signed by an alternate director, in which case, they need not also be signed by his appointor and, if such a decision is signed by a director who has appointed an alternate, it need not also be signed by the alternate director in that capacity.

- 17.12. Draft minutes of directors' meetings shall be sent to each director as soon as practicable after the holding of the relevant meeting.

- 17.13. The position of chairman of the directors will be determined by the A Shareholders. If the

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chairman for the time being is unable to attend any meeting of the directors, the A Directors present shall be entitled to appoint another A Director to act as chairman of the meeting.

- 17.14. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 17.15. The quorum at any meeting of the directors (including adjourned meetings) shall be all of the A Directors. No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 7 working days at the same time and place.

18. DIRECTORS' INTERESTS

- 18.1. For the purposes of section 175 of the Act, the directors shall have the power to authorise any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the "interested director") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict")
- 18.2. The interested director must provide the directors with such details as are necessary for them to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the directors.
- 18.3. Any authorisation by the directors of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):-
- 18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 18.3.2 prohibit the interested director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 18.3.3 provide that the interested director may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution related to the Conflict;
 - 18.3.4 impose upon the interested director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 18.3.5 provide that, where the interested director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 18.3.6 permit the interested director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 18.4. Where the directors authorise a Conflict:-
- 18.4.1 the interested director will be obliged to conduct himself in accordance with any conditions or restrictions imposed by the directors in relation to the Conflict; and
 - 18.4.2 the interested director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms

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and conditions (if any) as the directors impose in respect of their authorisation.

- 18.5. The directors may revoke or vary such authorisation at any time but this will not affect anything done by the interested director prior to such revocation or variation in accordance with the terms of such authorisation.
- 18.6. A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Group, and no authorisation under article 18.1 shall be necessary in respect of any such interest.
- 18.7. A director is not required, by reason of being a director, to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or the A Shareholders (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 18.8. Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 18.9. Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 18.8.
- 18.10. Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 18.5 and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:-
 - 18.10.1. may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - 18.10.2. shall be a "eligible" director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - 18.10.3. shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - 18.10.4. may act in a professional or his firm in a professional capacity for the Company (otherwise than as auditor), and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 18.10.5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 18.10.6. shall not, unless he has otherwise agreed, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252

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of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

18.11. Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention or any provisions of this Article 18.

18.12. For the purposes of this Article 24, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

19. INDEMNITY AND FUNDING OF DEFENCE COSTS

19.1. Subject to the provisions of and so far as may be consistent with the Act, the Company shall provide:-

19.1.1. for each relevant officer an indemnity out of the assets of the Company to the extent of such indemnity as a qualifying third party indemnity provision" within the meaning of section 234 of the Act;

19.1.2. a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant officer or any liability of the Company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than:-

19.1.2.1. in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final;

19.1.2.2. in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or

19.1.2.3. in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final; and

19.1.3. a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself from investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, breach of duty or breach of trust by that relevant officer in relation to the Company or an associated company of the Company or to enable a relevant officer to avoid incurring such expenditure.

19.2. Subject to the provisions of the Act, where the Company or an associated company of the Company is a trustee of an occupational pension scheme, the Company shall provide for a relevant officer or for a relevant officer or such associated company an indemnity out of the assets of the Company against liability incurred in connection with the activities of the Company or such associated company as trustee of such a scheme provided that such indemnity complies with the provisions of section 235 of the Act.

19.3. In this article 19:-

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19.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

19.3.2. a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

20. INSURANCE

20.1. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

20.2. In this article 20:-

20.2.1. a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

20.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees share scheme of the Company or associated company; and

20.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

21. COMMUNICATIONS

21.1. Anything sent to a shareholder under these Articles may be sent to that shareholder's address as registered in the register of members, unless:-

21.1.1. the shareholder and the Company have agreed that another means of communication is to be used; and

21.1.2. the shareholder has supplied the Company with the information it needs in order to deliver or send to the shareholder by another means of communication.

21.2. Any notice or document sent to a director may be sent to that director's address as registered in the register of directors unless:-

21.2.1. the director and the Company have agreed that another means of communication is to be used; and

21.2.2. the director has supplied the Company with the information it needs in order to deliver or send to the director by another means of communication.

21.3. Where a notice or document is sent or supplied by the Company by post, service or delivery, it shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

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- 21.4. Where a document or information is sent or supplied by the Company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed.
- 21.5. Where a document or information is sent or supplied by the Company by means of a website service or delivery shall be deemed to be effected when:-
- 21.5.1. the material is first made available on the website; or
- 21.5.2. if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 21.6. Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register.