

**Company No: 11206559**

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**COPY WRITTEN RESOLUTIONS**  
**of**  
**EQUITY RELEASE CLUB HOLDINGS LIMITED**  
**("Company")**  
**PASSED ON 27 / 11 2019**

FRIDAY



A13 \*A8K8937U\* #34  
13/12/2019  
COMPANIES HOUSE

In accordance with the written resolution procedure in chapter 2 of part 13 of the Companies Act 2006, the following resolutions were duly passed on 27 / 11 2019 as an ordinary and special resolutions as indicated below:

**ORDINARY RESOLUTION**

**1. THAT**

the new class of C Ordinary Shares, with their class rights identified in the draft articles of association attached, be adopted to create a new class of C Ordinary Shares. Pursuant to section 551 of the Act, the directors be and are generally and unconditionally authorised to exercise all powers of the Company to allot shares in the Company up to an aggregate nominal value of £0.10 consisting of:

**1.1 100 C Ordinary Shares of £0.001 each,**

having the rights set out in the articles of association to be adopted pursuant to Resolution 2 below, provided that (unless previously revoked, varied or renewed) this authority shall expire 5 years from the date hereof, but the Company may make an offer or agreement before this authority expires which would or might require shares to be allotted after this authority expires and the directors may allot share pursuant to any such offer or agreement as if this authority had not expired.

**SPECIAL RESOLUTIONS**

**2. THAT**

the draft articles of association in the form attached, and signed by a director for identification purposes, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

**3. THAT**

**3.1 subject to the passing of Resolution 1 and pursuant to section 570 of the Act, the directors be and are generally empowered to allot securities (within the meaning of section 560 of the Act)**

for cash pursuant to the authority granted by Resolution 1 up to an aggregate nominal amount of £0.10 as if section 561 of the Act did not apply to such allotment; and

- 3.2 (unless previously revoked, varied or renewed) this resolution shall expire 5 years from the date hereof, but the Company may make an offer or agreement before this resolution expires which would or might require equity securities to be allotted for cash after this resolution expires and the directors may allot equity securities for cash pursuant to any such offer or agreement as if this resolution had not expired.



.....  
Director

**Company No. 11206559**

**ARTICLES OF ASSOCIATION**

**OF**

**EQUITY RELEASE CLUB HOLDINGS LIMITED**

**Adopted by special resolution passed on** 27/11 **2019**

A handwritten mark, possibly a signature or initials, consisting of a stylized 'A' or similar shape with a dot at the end.

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**ARTICLES OF ASSOCIATION  
OF  
EQUITY RELEASE CLUB HOLDINGS LIMITED  
("Company")**

(Adopted by special resolution passed on

2018)

**PRELIMINARY AND INTERPRETATION**

**1. ADOPTION OF MODEL ARTICLES**

- 1.1 The articles in the Model Articles (as defined below) shall apply to the Company (except where they are excluded or modified by these Articles) and, together with these Articles, shall constitute the articles of association of the Company. Other than the Model Articles, no regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.
- 1.2 Model Article 1 shall be modified by deleting the definitions "chairman", "chairman of the meeting" and "Companies Acts" and substituting in their place the definitions given in these Articles. Model Articles 6(2), 7, 8, 9(3), 9(4), 11(2), 11(3), 12 to 14, 16, 17, 19(5), 22(2), 26(5), 39, 43, 44(2)(c) and (d), 48 and 50 to 53 shall not apply to the Company.

**2. DEFINED TERMS AND INTERPRETATION**

- 2.1 In these Articles, unless the context requires otherwise:

"Act" means the Companies Act 2006;

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers for the time being;

"A Director" means any person appointed as a director in accordance with the provisions of Article 15.1;

"Adjustment Events" means any acquisition or disposal of shares or assets that materially increases the Group's activities, any disposal of shares or assets that materially reduces the Group's assets or activities, the distribution of cash or assets via a special dividend of the Company or a capital reduction of the Company and any issue of shares or securities by, or refinancing of, the Company, or any other event that materially affects the value of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares;

"A Majority" means the holder(s) of a majority in nominal value of the A Ordinary Shares;

"appointor" has the meaning given in Article 16.1;

"Articles" means the Company's articles of association;

**"A Ordinary Shares"** means the A ordinary shares of £1.00 each in the capital of the Company;

**"B Director"** means any person appointed as a director in accordance with the provisions of Article 15.2;

**"Bad Leaver"** shall have the meaning set out in Article 30 and 31 (as the context requires);

**"B Majority"** means the holder(s) of a majority in nominal value of the B Ordinary Shares;

**"B Ordinary Shares"** means the B ordinary shares of £1.00 each in the capital of the Company;

**"Business Day"** means a day other than a Saturday or Sunday on which banks are open for general business in London;

**"Call Option Period"** means the period commencing immediately after the last day of the Put Option Period;

**"Chairman"** means the appointed chairman of the relevant meeting;

**"Chairman of the Meeting"** has the meaning given in Article 34.2;

**"Change of Control"** means the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares (or, as the case may be, Parent Shares) if, upon completion of that acquisition, the Third Party Purchaser together with any person connected with or acting in concert with that Third Party Purchaser would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company or the Parent, resulting in the Company and the Parent no longer being controlled by the same persons (but excluding from this definition any Reorganisation);

**"Companies Acts"** means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

**"Connected Persons"** has the meaning given to it in section 1122 of the Corporation Tax Act 2010;

**"Controlling Interest"** in relation to a person means the ownership by that person and his or its Connected Persons of Shares carrying the right to more than 51 per cent of the total number of votes which may be cast on a poll at a general meeting of the Company;

**"C Ordinary Share"** a C ordinary share of £0.001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles ;

**"C Share Value Threshold"** £1,960,784 (one million nine hundred and sixty thousand seven hundred and eighty four pounds sterling) in relation to any C Ordinary Shares provided that the Company shall (with the consent of the A Majority) be entitled by written notice to all Shareholders to amend the C Share Value Threshold to take account of any Adjustment Events where the Company reasonably considers that to do so is necessary to ensure that the Equity Shareholders are neither materially advantaged nor disadvantaged by such Adjustment Events;

**"EBITDA"** means earnings before interest, tax, depreciation and amortisation;

**"Electronic Means"** has the meaning given in section 1168 of the Act;

**"Eligible Director"** means:

- (a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and
- (b) in relation to a directors' written resolution, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

**"Employee Trust"** any trust, approved by the A Majority, which is established for the benefit of the employees of the Company or any Group Company and/or any of the persons referred to in section 1166 of the Act;

**"Encumbrance"** means any mortgage, charge, pledge, lien, restriction, deposit by way of security, bill of sale, option, assignment (contingent or otherwise), right to acquire, interest title retention, right of pre-emption or agreement for or obligation as to any of the same, or any other form of right, interest, security, encumbrance or equity of any nature in favour of a third party;

**"Equity Shares"** together the A Ordinary Shares, B Ordinary Shares, and C Ordinary Shares in issue from time to time (including all Shares in issue which are derived from any of them, whether by conversion, consolidation or sub-division or by way of capitalisation, rights or bonus issue or otherwise);

**"Exit Event"** means a Realisation or a Parent Realisation ;

**"Family Member"** means the spouse or civil partner of that member and any child (including a step child or adopted child of such member) or remoter issue of that member; **"Family Interest"** means, in relation to the definition of a Third Party Purchaser, a Family Member or a Family Trust;

**"Family Trust"** means a trust under which the only persons being or capable of being beneficiaries are:

- (a) the Settlor (being a member);
- (b) the Family Members of that Settlor; or
- (c) 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 such property when the trust is created but may become so interest if there are no other beneficiaries for the time being except other charities)

and under which no power of control over the voting powers conferred by any Share exercisable at any time by, or subject to the consent of, any person other than the trustees of such trust, the settlor or the Family Members of that settlor and for the purposes of this definition "settlor" shall include a testator or an intestate in relation to a Family Trust arising under a testamentary disposition or an intestacy of a deceased member (as the case may be) .

**"Good Leaver"** shall have the meaning set out in Article 30 or 31 (as the context may require) ;



**"Group"** in relation to a company, that company, any subsidiary undertaking or any parent undertaking from time to time of that company, and any subsidiary undertaking from time to time of a parent undertaking of that company. Each company in a Group is a member of the Group or **"Group Company"**;

**"Hurdle"** £2,500,000 (two million five hundred thousand pounds sterling) in relation to any C Ordinary Shares provided that the Company shall (with the consent of the A Majority) be entitled by written notice to all the Shareholders to amend the Hurdle to take account of any Adjustment Events where the Company reasonably considers that to do so is necessary to ensure that the Equity Shareholders are neither materially advantaged nor disadvantaged by such Adjustment Events;

**"Independent Accountant"** means an independent firm of chartered accounts agreed and appointed and whose terms of appointment shall be agreed and executed, by the Company and the Compulsory Transferor (under Articles 30 and 31) or C Shareholder upon exercise of a Call Option or Put Option (under Article 25). In the absence of agreement between the Company and/or the Shareholders concerned, the identity of the Independent Accountants and the terms of their appointment shall be agreed for the purpose by the incumbent president of the Institute of Chartered Accountants in England and Wales. The Independent Accountant shall act as an expert and not as an arbitrator and the costs and expenses shall be borne as directed by the Article in question;

**"Intermediate or Superior Holding Company"** means KRS Finance Limited (registered in England and Wales with number 5624979), Key Retirement Group Limited (registered in England and Wales with number 05591985), Key Group Bidco Limited (registered in England and Wales with number 08512036), Key Group Midco 1 Limited (registered in England and Wales with number 08512010), Key Group Midco 2 Limited (registered in England and Wales with number 08512018), Key Group Topco Limited (registered in England and Wales with number 08473618) and (a) any company of which the Parent is a subsidiary or which is a direct or indirect subsidiary of the Parent and (b) any company of which the Company is a direct or indirect subsidiary;

**"Intermediate Leaver"** shall have the meaning set out in Article 30;

**"Investor"** has the same meaning as in the Shareholders' Agreement;

**"Leaver"** means a B Shareholder or a C Shareholder:

- (a) who ceases to be an employee of, or consultant to, a Group Company and who in any such case does not continue as an employee of, or consultant to another Group Company; or
- (b) who is declared bankrupt;

**"Listing"** any of:

- (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;
- (b) the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange; or

- (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange,

and, in any such case, such admission becoming unconditionally effective;

**"Listing Shares"** the equity share capital (as defined in section 548 of the Act) of the Company (excluding any such equity share capital to be subscribed and issued on the relevant Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of shares);

**"London Stock Exchange"** means the London Stock Exchange plc;

**"Member"** a registered holder of a Share from time to time, as recorded on the register of members of the Company;

**"Model Articles"** means the model articles of association for private companies limited by shares contained in schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) in force at the date on which these Articles are adopted;

**"Non-Disclosable Interest"** has the meaning given in Article 13.3;

**"Option"** the Option as set out in the Shareholders Agreement;

**"Option Price"** has the meaning given to it in the Shareholders' Agreement, save in Article 25 ("Put Option and Call Option");

**"Parent"** means Theo Topco Limited, a company incorporated in England and Wales with number 10756646;

**"Parent Listing"** means any of:

- (a) the admission of all or any part of the Parent Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;
- (b) the admission of all or any part of the Parent Shares to trading on AIM, a market operated by London Stock Exchange; or
- (c) the admission of all or any part of the Parent Shares to listing and/or trading on any other Recognised Investment Exchange,

and, in any such case, such admission becoming unconditionally effective;

**"Parent Realisation Date"** means:

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

**"Parent Share" or "Parent Shares"** means any shares of any class in the capital of the Parent or of any Intermediate or Superior Holding Company;

**"Parent Share Sale"** means the transfer of any interest in any Parent Shares (whether by one transaction or a series of transactions) which results in a Change of Control;

**"Parent Realisation"** means a Parent Share Sale, or Parent Listing, or distributions made following or in the context of a liquidation of the Parent or any Intermediate or Superior Holding Company (other than a Reorganisation);

**"Put Option Period"** means the period of one calendar month commencing with the date of an Exit Event, except where Article 25.3 applies to substitute a different period;

**"Realisation"** means a Share Sale, or Listing, or distributions made following or in the context of a liquidation of the Company ;

**"Realisation Date"** means:

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

**"Realisation Value"** means:

- (a) in respect of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the merchant bank (or, if none, the broker) appointed by the Directors to advise in connection with the Listing;
- (b) in respect of a Share Sale, the aggregate price paid or payable for the Shares together with the cash value of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares (after deduction of legal costs and other professional fees borne by the Shareholders in connection with such Share Sale) provided that, to the extent that the relevant Share Sale includes an element of deferred consideration (whether contingent or non-contingent,) its value shall not be included in the calculation of the Realisation Value until such deferred consideration is received by the holders of the Equity Shares in which case the full value of the amount actually received shall then be taken into account; and
- (c) in respect of a liquidation the surplus assets and retained profits of the Company available for distribution among its shareholders.

**"Recognised Investment Exchange"** has the meaning given in section 285(1) Financial Services and Markets Act 2000;

**"Reorganisation"** means any event, scheme or arrangement which (but for falling within this definition) constitutes a Share Sale or Parent Share Sale as a result of another company acquiring the entire issued ordinary share capital of the Company or of the Parent or other holding company of the Company where immediately afterwards the issued share capital of such acquiring company is owned substantially by the same persons who were equity shareholders of the Company, the Parent or such other holding company of the Company (as appropriate) immediately prior to such event;

**"Shares or Share"** means any shares of any class in the capital of the Company;

**"Share Sale"** means the transfer of any interest in any Shares (whether by one transaction or a series of transactions) which results in a Change of Control;

**"Shareholders"** mean the holders of the Shares;

**"Shareholders' Agreement"** means the shareholders' agreement relating to the Company entered into on or around 4 May 2018 between (1) KRS Finance Limited, (2) Stuart Wilson and (3) Equity Release Club Holdings Limited as amended from time to time;

**"Subscription Price"** means the amount paid up or credited as paid up on a share, including the full amount of any premium at which that share was issued (whether or not that premium is subsequently applied for any purpose);

**"Suspended Rights"** in relation to a Share means rights;

- (a) to receive notice of and to attend and speak at any general meeting of the Company or any separate meeting of the holders of any class of Shares or to receive a copy of any proposed written resolution of the Shareholders or a class of Shareholders; and
- (b) to vote (either in person or by proxy and whether on a show of hands or on a poll) at any general meeting of the Company or at any separate meeting of the holders of any class of Shares or on a written resolution of the Shareholders or of a class of Shareholders;

**"Third Party Purchaser"** means any person who is not either (a) a Member of the Company or the holder of Parent Shares at the date of the adoption of these Articles or (b) a Family Interest of such a Member;

**"Working Day"** has the meaning given to it in section 1173(1) of the Act; and

**"Written"** means 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.

2.2 Unless the context requires otherwise, other words or expressions contained in these Articles but not defined in them shall have the same meaning as in the Companies Acts as in force on the date when these Articles are adopted.

2.3 In these Articles (unless the context requires otherwise):

- (a) any reference to any gender includes all genders, any reference to the singular includes the plural (and vice versa) and references to persons includes individuals, bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);
- (b) references to the day on which a notice is given are to the day on which the notice is deemed received in accordance with Article 46;
- (c) references to numbered "Articles" are references to numbered provisions in these Articles and references to numbered "Model Articles" are references to articles in the Model Articles;

(d) any reference to a "transfer" of shares or any similar expression shall be deemed to include any direction (by way of renunciation, assignment or otherwise) by a shareholder entitled to an allotment, issue or transfer of shares that a share be allotted, issued or transferred to some person other than itself and any reference to a "transfer" of shares, or any similar expression, shall also be deemed to include:

(i) any sale, assignment or other disposition of the legal or equitable interest or any other right or interest in a share (including any voting right attached to a share) ("Interest");

(ii) the creation or granting of any mortgage, charge, pledge or other encumbrance or security interest or trust over any Interest; and

(iii) any grant of an option to acquire any Interest,

whether effected by a shareholder or otherwise, whether for consideration or otherwise and whether effected by an instrument in writing or otherwise.

2.4 The contents list and headings in these Articles are included for convenience only, and shall not affect the meaning of these Articles.

## **DIRECTORS AND COMPANY SECRETARY**

### **3. NUMBER OF DIRECTORS**

The minimum number of directors (other than alternate directors) shall be two and the maximum number of directors (other than alternate directors) shall be three.

### **4. DIRECTORS MAY DELEGATE**

The directors may only delegate powers to a committee if the committee is a committee of directors and it includes at least one A Director (or his alternate director). Model Article 5(1) shall be modified accordingly and shall be modified by inserting the words "and which are not specifically reserved to the directors only" after the words "which are conferred on them under the articles".

### **5. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Decisions of the directors must be taken by:

5.1 a majority decision at a meeting; or

5.2 a majority decision by a directors' written resolution adopted in accordance with Article 6.

### **6. DIRECTORS' WRITTEN RESOLUTIONS**

6.1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.

6.2 Subject to Article 6.3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director.

- 6.3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.
- 6.4 A proposed directors' written resolution is adopted when a majority of the Eligible Directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.
- 6.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with these Articles.
- 6.6 An alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

- (a) have not signed or are not to sign the directors' written resolution; and
- (b) are Eligible Directors in relation to the directors' written resolution,

provided that (a) the alternate director is himself an Eligible Director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.

## **7. CALLING A DIRECTORS' MEETING**

- 7.1 Subject to Article 7.2, notice of a directors' meeting must be given to each director. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.
- 7.2 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.
- 7.3 Each of the Shareholders shall exercise all its powers in relation to the Company so as to procure (insofar as it is legally able) that meetings of the Board shall be convened on a regular basis, being no fewer than one meeting every month.

## **8. QUORUM FOR DIRECTORS' MEETINGS**

- 8.1 The quorum for directors' meetings is two directors which must include an A Director (or his alternate director).
- 8.2 Subject to these Articles, a person who is an alternate director, but is not a director in his own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):
- (a) is not participating in the decision at the directors' meeting; and
  - (b) would have been an Eligible Director in relation to the decision if he had been participating in it.

## **9. VOTING AT DIRECTORS' MEETINGS**

- 9.1 A decision is taken at a directors' meeting by a majority of the votes of the Eligible Directors participating in the decision at the meeting, provided that the majority of the votes includes the votes of at least one A Director (or his alternate director).
- 9.2 Subject to these Articles, each director participating in a decision at a directors' meeting has one vote.
- 9.3 Subject to these Articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a director in his own right, if relevant) on any decision at a directors' meeting for each of his appointors who:
- (a) are not participating in the decision at the directors' meeting; and
  - (b) would have been Eligible Directors in relation to the decision if they had been participating in it.
- 9.4 The Chairman, or other director chairing the meeting, shall not have a casting vote.
- 9.5 In the case of any resolution proposed by an A Director, the holder of A Ordinary Shares shall be entitled to cast such number of votes as is required to pass the resolution.
- 9.6 In the case of any resolution proposed by a B Director, the holder of A Ordinary Shares shall be entitled to cast such number of votes as is required to defeat the resolution.

## **10. PARTICIPATING AND VOTING WHEN DIRECTOR INTERESTED**

- 10.1 A director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:
- (a) any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and
  - (b) the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.
- 10.2 Without prejudice to the obligations of any director:
- (a) to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and
  - (b) to disclose any interest in accordance with Article 13.2,

and subject always to Article 10.1 and the terms on which any authorisation for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.

**11. RECORDS OF DIRECTORS' DECISIONS TO BE KEPT**

Model Article 15 shall be modified by deleting the words "unanimous or majority".

**12. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY**

Subject to compliance with the Companies Acts (including sections 177 (*Duty to declare interest in proposed transaction or arrangement*) and 182 (*Declaration of interest in existing transaction or arrangement*) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

**13. DIRECTORS' CONFLICTS OF INTEREST**

13.1 Subject to Article 13.2, for the purposes of section 175 of the Act:

- (a) a director shall be authorised to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
- (b) an A Director (and his alternate director) shall be authorised to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, the holder(s) of the A Ordinary Shares from time to time and any group undertaking of such holder(s) or any other undertaking in which such holder(s) are otherwise (directly or indirectly) interested;
- (c) a director shall be authorised to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and
- (d) a director shall be authorised to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.

13.2 Any authorisation pursuant to Article 13.1 is subject to the relevant director declaring the nature and extent of his interest (other than a Non-Disclosable Interest) to the other directors.

13.3 For the purposes of this Article 13, a "Non-Disclosable Interest" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.

13.4 For the purposes of section 175 of the Act, where an office, employment, engagement, position or interest held by a director in another person has been authorised pursuant to Article 13.1 and his relationship with that person gives rise to an actual or potential conflict of interest (or any actual or potential conflict of interest may reasonably be expected to arise out of the matter so authorised), a director (and his alternate director) shall be authorised to:

- (a) attend and vote at meetings of the directors (or any committee thereof) at which any matter relating to the actual or potential conflict of interest will or may be discussed and receive board papers or other documents relating thereto;



- (b) receive confidential information and other documents and information relating to the Company, use and apply such information in performing his duties as a director, officer or employee of, or consultant to such other person and disclose that information to third parties (including the holder(s) of the A Ordinary Shares or any member of the KRL Group, with regard to the A Directors) in accordance with these Articles; and
  - (c) in the case of an A Director, give or withhold consent or give any direction or approval under these Articles on behalf of the holder(s) of the A Ordinary Shares from time to time.
- 13.5 The following provisions of this Article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:
- (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
  - (b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and
  - (c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.
- 13.6 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to Article 13.1 or otherwise for the purposes of section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.
- 13.7 For the purposes of this Article 13, a conflict of interest includes a conflict of interest and duty and a conflict of duties.

#### **14. ACCOUNTING FOR PROFIT WHEN INTERESTED**

- 14.1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts:
- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;
  - (b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
  - (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

14.2 Subject always to the obligation of the director to disclose his interest in accordance with Article 13.2 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:

- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to Article 13.1 or otherwise for the purposes of section 175 of the Act;
- (b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
- (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

## **15. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 15.1 The A Majority may at any time appoint up to two persons (willing to act as directors and permitted by law to do so) as A Directors and may remove or replace any A Director so appointed.
- 15.2 The B Majority shall have the right to be appointed as a B Director, or nominate such other person to act as a B Director. Such right may be exercised from time to time by written notice to the Company and shall take effect (subject to contrary intention expressed in the notice) immediately on delivery. The B Majority may in the same way remove any such director and appoint a replacement.
- 15.3 Any appointment, removal or replacement of a director pursuant to this Article 15, must be effected by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the A Majority. Such notice may consist of several documents in similar form each signed by or on behalf of one or more holders. Any such appointment, removal or replacement shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.
- 15.4 In addition to the circumstances set out in Model Article 18, a person also ceases to be a director as soon as that person is removed or replaced as a director in accordance with this Article 15 or any other contractual agreement as between the shareholders.

## **16. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

16.1 Subject to Article 16.5 any director (other than an alternate director) ("appointor") may appoint as an alternate any person (except an existing director representing the other class of shares) willing to act to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.

16.2 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.

The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

16.3 The notice must:

- (a) identify the proposed or existing alternate; and
- (b) in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

16.4 A person may act as an alternate for more than one director, provided that each of his appointors represents the same class of shares.

16.5 The appointment of an alternate by the B Majority shall be subject to the prior consent of the A Majority.

## **17. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

17.1 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors.

17.2 Subject to these Articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive.

## **18. TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate for an appointor terminates:

- 18.1 when that appointor removes his alternate director in accordance with Article 16;
- 18.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- 18.3 on the death of that appointor;
- 18.4 when that appointor's appointment as a director terminates; or
- 18.5 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.

## **19. REMUNERATION OF ALTERNATE DIRECTORS**

An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director, except such part of his appointor's remuneration as the appointor may direct by notice in writing made to the Company.

## **20. COMPANY SECRETARY'S TERMS OF OFFICE**

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

## **SHARES**

### **21. SHARE CAPITAL**

- 21.1 The issued share capital of the Company shall consist only of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares and Model Article 22(1) shall be modified accordingly.
- 21.2 Except as otherwise provided in these Articles and/or any other written contractual agreement as between the shareholders, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* but shall constitute separate classes of shares.
- 21.3 Upon any transfer of B Ordinary Shares to any holder of A Ordinary Shares, the B Ordinary Shares so transferred shall automatically from the date of such transfer be reclassified as A Ordinary Shares.

### **22. ISSUE OF SHARES**

- 22.1 Save to the extent authorised from time to time by ordinary resolution (and permitted in accordance with Article 22.2), the directors must not exercise any power of the Company to allot shares or to grant rights to subscribe for, or to convert any security into, shares.
- 22.2 No share in the capital of the Company nor any right to subscribe for, or to convert any security into, shares shall be issued or allotted unless the A Majority has consented in writing prior to the issue or allotment to its terms and to the identity of the proposed allottee(s) or recipient(s) of the right.
- 22.3 Model Article 22(1) shall be modified accordingly.
- 22.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

### **23. RETURN OF CAPITAL**

- 23.1 On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the surplus assets (if any) of the Company available for distribution amongst Members after payment of its liabilities ("Surplus") shall be applied in paying that surplus to the Members holding Equity Shares as follows:

- (a) in the event that the Surplus is less than or equal to the Hurdle then that surplus shall be paid to the Members holding Equity Shares (excluding the C Ordinary Shares) pro rata according to the number of such Shares held by each of them respectively; and
- (b) in the event that the Surplus is greater than the Hurdle then:
  - (i) the amount of the Surplus up to and equal to the C Share Value Threshold shall be paid to the Members holding Equity Shares (excluding the C Ordinary Shares) pro rata according to the number of such Shares held by each of them respectively ; and
  - (ii) the amount of the Surplus in excess of the C Share Value Threshold (the "Excess Surplus") shall be applied in accordance with Articles 23.2 and 23.3 below.

23.2 Any Excess Surplus shall be apportioned between the Members holding the Equity Shares (excluding the C Ordinary Shares) pro rata according to the number of such Shares held by each of them respectively, but, if there are any C Ordinary Shares in issue, the amount so allocated to the holders of B Ordinary Shares ("Initial B Share Allocation") shall be subject to further allocation amongst the Members holding B Ordinary Shares and C Ordinary Shares in accordance with Article 23.3 .

23.3 Any Initial B Share Allocation under Article 23.2 shall be apportioned between the Members holding B Ordinary Shares and (if any are in issue) C Ordinary Shares as follows:

- (a) the Members holding C Ordinary Shares are entitled (from the Initial B Share Allocation) to an amount equal to 7.5% (seven and a half per cent) of the entire Excess Surplus provided that the amount allocated to the Members holding C Ordinary Shares under this Article 23.3(a) shall not exceed the Initial B Share Allocation; and
- (b) the balance (if any) of the Initial B Share Allocation after the application of Article 23.3(a) shall be allocated to the Members holding B Ordinary Shares pro rata to the number of such shares held by each such Member.

## **24. SALE OR LISTING**

24.1 On a Share Sale the Realisation Value shall be paid to the Members holding Equity Shares in the same proportions as a Surplus under Article 23 .

24.2 Subject to Article 23, immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company so as to ensure that the Realisation Value is reallocated between the Members in the same proportions as Article 23 would provide on a Share Sale with the same Realisation Value.

## **25. PUT OPTION AND CALL OPTION**

25.1 Any Shareholder who holds C Ordinary Shares shall have the right (the "Put Option"), exercisable at any time in the Put Option Period by service of a written notice to the A Shareholders ("Option Notice") (copied to the Company) to require all the A Shareholders to purchase all (but not some only) of the C Ordinary Shares

held by that C Shareholder ("Option Shares") on the terms set out in Article 25.2 ("Transfer Terms").

25.2 "Transfer Terms" means on the following terms:

- (a) that the entire legal and beneficial interest in all the Option Shares is sold and purchased with full title guarantee free from any Encumbrance and together with all rights attaching to them; and
- (b) that the consideration for the Option Shares is the Market Value per Option Share (the "Option Price"), which Market Value shall be determined in accordance with Article 31.7, provided that, in the case of a valuation upon an Exit Event that is a Parent Share Sale the parties and (where relevant) the Independent Accountant shall take into account a valuation of the implied multiple of the Purchaser's Group's EBITDA over the prior twelve months applied to the aggregate of the Company's EBITDA over the same period;
- (c) completion of the transfer of the Option Shares shall be effected at the registered office of the Company as soon as reasonably practicable after the Option Notice and in any event no later than ten Business Days after the date of the Option Notice and:
  - (i) the Shareholder will become irrevocably and unconditionally bound to sell and the A Shareholders will become irrevocably and unconditionally bound to purchase the Option Shares on the Transfer Terms;
  - (ii) the A Shareholders shall pay, or procure the payment of, the Option Price in cash;
  - (iii) the Shareholder shall deliver to the A Shareholders (or to such person or persons as they may nominate in writing) on completion:
    - (A) a duly executed transfer of the Option Shares in favour of the A Shareholders or such other person as the A Shareholder Majority shall nominate; and
    - (B) the share certificate(s) in respect of the Option Shares;

the Shareholder, the A Shareholders and the Company shall do such other acts and things and execute such other documents as shall be necessary or as the Purchaser may reasonably request to give effect to the sale of the Option Shares on the Transfer Terms.

25.3 In the event that the Board considers that an Exit Event may occur it may (with the consent of the A Majority) give a written notice to the holders of the C Ordinary Shares that they are required to exercise their Put Option by written notice to the Company (which notice the Company shall receive on behalf of the A Shareholders) by a date contained in such notice (to be no earlier than 7 days prior to the Exit Event) and if they fail to exercise such Put Option the Put Option shall immediately lapse (without prejudice to the rights of the A Shareholder Majority to exercise the Call Option and the Call Option Period shall commence immediately after such lapse, if it occurs).

25.4 The A Shareholder Majority shall have the right ("Call Option") at any time in the Call Option Period to purchase such number of C Ordinary Shares as may be specified in a written notice ("Call Option Notice") from the A Shareholder Majority to such

Shareholders within 30 days of such notice (excluding such C Ordinary Shares in respect of which a Put Option has already been exercised). Article 25.2 shall apply to such Call Option as if references to "Option Shares" included those C Ordinary Shares that are the subject of such Call Option and as if references to the Option Notice were references to the Call Option Notice and the Option Price calculated in accordance with Article 25.2 shall be the price payable for the C Ordinary Shares in aggregate.

25.5 If the Transfer Terms are not complied with the A Shareholders may instruct the Company to act as agent of the C Shareholder with full power and authority in the C Shareholder's name and on his behalf to:

- (a) approve, sign and execute any agreements, documents and/or instruments and undertake any action, which the Company in its absolute discretion considers necessary or desirable in order for the C Shareholder to give effect to the transfer of the Option Shares in accordance with the Transfer Terms to the A Shareholders or their nominees and to otherwise comply with and perform their respective obligations under this Article 25; and
- (b) (as appropriate) deliver any such agreements, documents and/or instruments to the A Shareholders against receipt by the Company of the consideration (if any) payable for the Option Shares (to be held on trust for the C Shareholders without any obligation to pay interest) such receipt being a good discharge to the relevant transferee who shall not be bound to see to the application of such payment.

25.6 The Directors shall, notwithstanding any failure of a C Shareholder to deliver up his certificate (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) for the Option Shares, subject to due stamping, authorise the registration of the transfer(s) and of the A Shareholders or their nominees as the holder(s) of the Option Shares so transferred. The registration of the A Shareholders as registered holder of such Option Shares shall not be affected by any irregularity in, or invalidity of, such proceedings.

## **26. TRANSFER OF SHARES**

26.1 Except as permitted by this Article 26 and Articles 24, 25, 27, 28, 30 and 31 or as permitted or required by any other written contractual agreement as between each of the shareholders, no B Shareholder or C Shareholder shall transfer any B Ordinary Shares or C ordinary Shares.

26.2 Any B Ordinary Share may be transferred to:

- (a) any holder of the A Ordinary Shares; or
- (b) any other person with the prior consent in writing of all the other shareholders; or
- (c) an A Shareholder as required pursuant to any options granted over the B Ordinary Shares on or around the date of adoption of these Articles as between the Shareholders ("Options").

26.3 The A Ordinary Shares are for the avoidance of doubt transferable to any third party without restriction.

26.4 Subject to Article 26.5, the directors shall not refuse to register a transfer of shares permitted by this Article 23.

- 26.5 The directors may refuse to register a transfer of a share if the transfer:
- (a) is not duly stamped (or it is not duly certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty);
  - (b) is not lodged at the Company's registered office or such other place as the directors have appointed; or
  - (c) is not accompanied by the relevant share certificate(s) or such other evidence of title as any director may reasonably require.
- 26.6 The directors shall refuse to register a transfer of a share if the transfer is not permitted by this Article 23.
- 26.7 If the directors refuse to register the transfer of a share the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 26.8 The restrictions in this Article 23 shall not apply to the grant of the Option to the A Shareholder on or around the date of the adoption of these Articles.

## **27. DRAG ALONG**

- 27.1 If an A Majority ("Dragging Shareholders") wishes to transfer (whether through a single transaction or a series of related transactions) such number of Shares which would, if registered, result in such person (together with its Connected Persons and any other persons with whom it is Acting in Concert) (together the "Drag Buyer") obtaining the ownership of more than 50 per cent in nominal value of the Shares, the A Majority shall have the right by notice ("Drag Along Notice") to each of the other Shareholders, other than the Company when it holds Shares as treasury shares, ("Dragged Shareholders") to require all such Dragged Shareholders to sell and transfer the legal and beneficial title to all of the Shares registered in their name ("Dragged Shares") (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct) in accordance with the provisions of this Article 27.
- 27.2 A Drag Along Notice may be given to the Dragged Shareholders at any time before the completion of the transfer of the Dragging Shareholders' Shares to the Drag Buyer (or as the Drag Buyer may direct). It shall specify:
- (a) that the Dragged Shareholders are required to transfer all their Shares pursuant to this Article 27;
  - (b) the identity of the Drag Buyer (and, if relevant, the transferee(s) to whom the Drag Buyer directs the Dragged Shares are to be transferred);
  - (c) the amount (if any) and form of consideration for which the Dragged Shares are to be transferred (determined in accordance with Articles 27.4 and 27.6);
  - (d) the proposed, place, date and time of transfer; and
  - (e) the other terms and conditions of sale to which the Dragged Shareholders are required to adhere (determined in accordance with Article 27.7),



and shall be accompanied by all documents required to be executed by the Dragged Shareholders to give effect to the relevant transfer.

- 27.3 A Drag Along Notice may be revoked by the A Majority at any time prior to the completion of the sale and purchase of the Dragged Shares by notice to the Dragged Shareholders.
- 27.4 The amount (if any) of consideration for which the Dragged Shareholders shall be obliged to sell each of their Dragged Shares, shall
- (a) (in the case of A Ordinary Shares or B Ordinary Shares) be the lower of:
    - (i) an amount per Dragged Share that is equal to the consideration to be paid by the Drag Buyer per each of the Dragging Shareholders' Shares (less, in respect of the B Ordinary Shares, a deduction to take account of the reduced allocation to B Ordinary Shares upon the application of Articles 23 and 24 in respect of any entitlement of the C Ordinary Shares); and
    - (ii) the Option Price; and
  - (b) in the case of C Ordinary Shares such pro rata proportion of the allocation under Articles 23 and 24 to the C Ordinary Shares.
- 27.5 If any of the consideration to be paid by the Drag Buyer is to be deferred or is otherwise not payable until after completion of the sale of the Dragging Shareholders' Shares and the Dragged Shares to the Drag Buyer (or as the Drag Buyer may direct), any initial consideration to be paid at the time of such completion shall be allocated to the Dragging Shareholders and the Dragged Shareholders in accordance with the value allocated to the Shares held by the Dragging Shareholders and Dragged Shareholders respectively and if, and to the extent that, any deferred or other consideration is subsequently to be paid by the Drag Buyer it shall be allocated to the Dragging Shareholders and the Dragged Shareholders in such proportions after taking into account any prior allocations of consideration that have already taken place.
- 27.6 The amount of consideration (if any) to be paid by the Drag Buyer for the Dragged Shares (as determined in accordance with Article 27.4) shall be paid in cash or (with the consent of the A Majority) in such other form of non-cash consideration with an equivalent cash value as shall be elected by the Drag Buyer.
- 27.7 Subject to Articles 27.4 and 27.6, the Dragged Shares shall be acquired on the same, or no more onerous, terms and conditions (including the same, or no more onerous, representations, warranties, covenants, undertakings, indemnities and requirements relating to contributing to any retention (if any)) as those Dragging Shareholders are selling their Shares, disregarding any terms and conditions which are not directly related to the sale of the Dragging Shareholders' Shares.
- 27.8 Completion of the sale and purchase of the Dragged Shares shall take place on the same date and at the same time and place as the sale of the Dragging Shareholders' Shares to the Drag Buyer (or as the Drag Buyer may direct) unless all of the Dragged Shareholders and the Dragging Shareholders otherwise agree, in which case completion of the sale and purchase of the Dragged Shares shall take place on a date that is no more than 20 Business Days later.

- 27.9 On or before the Drag Completion Date each Dragged Shareholder shall deliver to the Company:
- (a) duly executed transfers of the Dragged Shares registered in its name in favour of the Drag Buyer (or as the Drag Buyer directs in the Drag Along Notice);
  - (b) the relevant share certificate(s) in respect of those Dragged Shares (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates);
  - (c) a duly executed sale agreement (in a form agreed by the Dragging Shareholders); and
  - (d) any other related documents required by the A Majority to be executed by the Dragged Shareholders.
- 27.10 Subject to compliance with Article 27.9 and to the extent only that the Drag Buyer has put the Company in the requisite cleared funds or other form of consideration, the Company shall on the Drag Completion Date pay, on behalf of the Drag Buyer, to each of the Dragged Shareholders in respect of its Dragged Shares the consideration (if any) it is due in accordance with Articles 27.4 and 27.6, less any amount that is to be deducted from such consideration pursuant to Article 27.12. Payment to the Dragged Shareholder shall be made to the relevant Dragged Shareholder's last known address on the Company's register of member. The Company's receipt of the requisite cleared funds or other form of consideration from the Drag Buyer shall be a good discharge to the relevant Drag Buyer. Pending compliance by each Dragged Shareholder with its obligations in Article 27.9, the Company shall hold the funds or other form of consideration received from the Drag Buyer in respect of the Dragged Shares (less any amount that is to be deducted from such funds pursuant to Article 27.12) on trust for the Dragged Shareholders, without any obligation to pay interest.
- 27.11 Unless and to the extent that the A Majority otherwise direct the Company in writing, upon any person (other than the Drag Buyer or its nominee), following the date of service of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding in the Company) including pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares ("New Shareholder"):
- (a) a Drag Along Notice on the same terms as the previous Drag Along Notice shall be deemed to have been served upon the New Shareholder, who shall then be bound to sell and transfer the legal and beneficial title to all such Shares acquired by him (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct); and
  - (b) the provisions of this Article 27 shall apply (with necessary modifications) to the New Shareholder as if it were a Dragged Shareholder, except that, where completion of the sale and purchase of the Dragged Shares to the Dragged Buyer (or as the Drag Buyer may direct) has already taken place, the completion date of the sale and purchase of the Shares shall take place on such date as the Drag Buyer shall determine.
- 27.12 The reasonable transaction fees, costs and expenses incurred by the Dragging Shareholders are attributable to the transfer of Shares made in accordance with this Article 27 shall be borne by each of the Dragging Shareholders and the Dragged Shareholders pro rata to their holdings of Shares being transferred. An amount equal to

the Dragged Shareholders' proportionate share of such fees, costs and expenses shall, if an A Majority so requires, be deducted by the Company from the amount of consideration which the Dragged Shareholders are entitled to receive for their Dragged Shares (as determined in accordance with Article 27.4) and shall be used to pay their proportionate share of such fees, costs and expenses.

## **28. TAG ALONG RIGHTS**

28.1 With the exception of transfers of Shares between members of a Shareholder's Group, no transfer of Shares which would result, if made and registered, in a person or persons Acting in Concert obtaining a Controlling Interest, will be made or registered unless:

- (a) an Approved Offer is made by the proposed transferee(s) ("Buyer") or, at the Buyer's written request, by the Company as agent for the Buyer; and
- (b) the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares pursuant to it.

28.2 For the purposes of this Article 28:

"Approved Offer" means an offer in writing served on all Shareholders holding Shares (including the proposing transferor), offering to purchase all the Shares held by such Shareholders which:

- (a) is stipulated to be open for acceptance for at least 10 Business Days;
- (b) offers the same or equivalent consideration for each A Ordinary Share and (less any reduction to reflect the allocation of value attributable to B Ordinary Shares to C Ordinary Shares under Article 23 and 24) B Ordinary Share (whether in cash, securities or otherwise in any combination), provided that a reduction, withholding or retention of consideration to take account of tax payable or which might be payable by a Shareholder or by his employing company in relation to the conversion of securities, the exercise of an option over Shares, and/or the disposal of Shares shall not prejudice the application of this paragraph;
- (c) is on terms that the sale and purchase of Shares in respect of which the offer is accepted will be completed at the same time.

## **29. TRANSFER OF SHARES - EVIDENCE OF COMPLIANCE**

29.1 For the purpose of ensuring that:

- (a) a transfer of B Ordinary Shares or C Ordinary Shares is permitted under these Articles; or
- (b) no circumstances have arisen whereby a transfer of B Ordinary Shares or C Ordinary Shares is required to be or ought to have been made,

the Directors may require any B Shareholder or (as the case may be) C Ordinary Shareholder to provide, and/or procure that any other person provides, the Company with such information and evidence as the Directors require regarding any matter which they consider relevant for such purpose. Pending the provision of such information the Directors shall be entitled to refuse to register any relevant transfer.

29.2 Failing such information or evidence referred to in Article 29.1 being provided to the reasonable satisfaction of the Directors within 10 Business Days of being requested, the Directors may notify the relevant Shareholder in writing of that fact. If the Shareholder fails to provide, or procure the provision of, such information or evidence to the reasonable satisfaction of the Directors within 10 Business Days of receipt of such written notice, then (unless and to the extent that the A Majority otherwise direct the Company in writing) any B Ordinary Shares held by the relevant Shareholder shall automatically cease to confer any Suspended Rights until the failure to provide, or procure the provision of, such information or evidence is remedied to the reasonable satisfaction of the A Majority.

29.3 If as a result of the provision of such information and evidence or otherwise, the A Majority is reasonably satisfied that:

- (a) a transfer of B Ordinary Shares or C Ordinary Shares has taken place which is not permitted under these Articles; or
- (b) circumstances have arisen whereby a transfer of B Ordinary Shares or C Ordinary Shares is required to be or ought to have been made,

the Directors may notify the relevant B Shareholder or (as the case may be) C Shareholder in writing of that fact. If such Shareholder fails to remedy the situation to the reasonable satisfaction of the A Majority within 10 Business Days of receipt of such written notice, then the A Majority may serve a notice on the relevant Shareholder at any time and from time to time, until the situation referred to in this Article 29.3 is remedied to the reasonable satisfaction of the A Majority requiring the transfer of the B Ordinary Shares or C Ordinary Shares held by such Shareholder at a price of £0.01 per B Ordinary Share or (as the case may be) C Ordinary Share to such person as the A Majority may specify.

### 30. **COMPULSORY TRANSFER OF FOUNDERS' SHARES**

30.1 The provisions of this Article 30 apply in the event of:

- (a) a B Shareholder ceasing for any reason to be an employee of any company in the Group (and remaining as a director or employee of any other Group Company); or
- (b) the death of a B Shareholder; or
- (c) an Insolvency Event in relation to a B Shareholder.

30.2 Within six months after the occurrence of an event specified Article 30.1, the board of directors of the Company ("Company's Board") may serve notice requiring the B Shareholder (or his personal representatives or trustee in bankruptcy (as appropriate)) and any transferee of B Shareholder under the Company's Articles or otherwise (each, "Compulsory Seller"), to offer all of the shares held by them in the capital of the Company ("Compulsory Sale Shares") to the remaining Shareholders.

30.3 The Compulsory Seller shall offer his Compulsory Sale Shares to the remaining Shareholders as directed pursuant to the Sale Notice free from all liens, charges and encumbrances and together with all rights attaching to them subject always to the terms set out in this Article 30.

30.4 The price for the Compulsory Sale Shares shall be the price agreed between the Compulsory Seller and the Company's Board or, if they do not agree a price within

14 days of the Company's Board's notification under Article 30.3, as determined under Article 30.5. Each director of the Company may vote on any board resolution relating to the sale price for the Compulsory Sale Shares notwithstanding any provision of this agreement and these Articles.

30.5 For the purposes of Article 30.4 the price for the Compulsory Sale Shares shall be:

- (a) if the B Shareholder is a Good Leaver, the higher of the Subscription Price and Market Value;
- (b) if the B Shareholder is an Intermediate Leaver the price shall be determined in accordance with the provisions set out in the following table:

<b>Termination Date</b>	<b>Proportion of B Shareholder's Share to be sold at higher of Market Value and Subscription Price</b>	<b>Proportion of B Shareholder's Shares to be sold at lower of Market Value and Subscription Price</b>
Termination Date prior to first anniversary of the Subscription Date	0%	100%
Termination Date on or after the first anniversary of the Subscription Date but prior to the second anniversary of the Subscription Date	20%	80%
Termination Date on or after the second anniversary of the Subscription Date but prior to the third anniversary of the Subscription Date	40%	60%
Termination Date on or after the third anniversary of the Subscription Date but prior to the fourth anniversary of the Subscription Date	60%	40%
Termination Date after the fourth anniversary of the Subscription Date but prior to the fifth anniversary of the Subscription Date	80%	20%
Termination Date after the sixth anniversary of the Subscription Date	100%	0%

- (c) if the B Shareholder is a Bad Leaver, the lower of the Subscription Price and Market Value;

30.6 for the purposes of Article 30.5:

**"Good Leaver"** shall mean a B Shareholder who becomes a Leaver by reason of:

- (a) his death;
- (b) retirement in the ordinary course;
- (c) illness or disablement giving rise to permanent incapacity (except as a result of drug or alcohol abuse);
- (d) or alcohol abuse);
- (e) being made redundant;
- (f) wrongful (but not unfair) dismissal; or
- (g) any other circumstances with the consent of the Board.

**"Bad Leaver"** shall mean a B Shareholder who becomes a Leaver by reason of:

- (a) him having voluntarily given notice of termination of his employment (save where a court of competent jurisdiction and from which there is no right of appeal gives final judgement that such notice was given in circumstances which constitute constructive dismissal);
- (b) his contract of employment having been terminated for gross misconduct or in accordance with the summary dismissal provisions in such contract; or
- (c) he breaches any of the non-compete restrictive covenants contained either in (i) his Service Agreement, and/or (ii) any shareholders' agreements or similar document in force between the Shareholders and/ or (iii) the share purchase agreement relating to the sale of shares in the Company dated on or around the date of this agreement.

**"Intermediate Leaver"** shall mean a B Shareholder who becomes a Leaver who is neither a Good Leaver nor a Bad Leaver.

**"Market Value"** shall be a price per Ordinary Share calculated as follows:

- (a) 
$$\frac{MV}{ANS}$$
- (b) where:
- (c) ANS = the aggregate number of Ordinary Shares in the Company;
- (d) MV = the market value of the Company as determined in accordance with clause 30.7

but reducing the value of a B Ordinary Share by reference to the value of the C Ordinary Shares (if any)

- 30.7 If agreement cannot be reached between the Company's Board and any Compulsory Seller in relation to the price of the Compulsory Sale Shares, an Independent Accountant shall be instructed to determine the market value of the Shares in the Company as if one class sold on the open market and on the basis of a willing vendor and a willing purchaser taking into account all such factors as the Independent Accountant may deem relevant but applying no discount by reason of the fact that the Compulsory Sale Shares may constitute a minority interest (and conversely no premium because the Compulsory Sale Shares may represent a majority interest) but taking no account of the effect of any loan agreement between the Company and the A Shareholder including but not limited to any of its provisions concerning interest and repayment, to the extent that it still remains on the Group accounts. The fees of the Independent Accountant in acting pursuant to this Article 30 shall be borne and paid in such manner as the Independent Accountant shall think fit or, if they shall not so direct, (and if it is lawful) by the Company.
- 30.8 Within seven days after the price has been agreed or determined the Company's Board's shall specify the price per share and state a date, between 14 and 21 days later on which the sale and purchase of the Compulsory Sales Shares is to be completed (for the purposes of this Article 30.8 "Completion Date").
- 30.9 On the Completion Date, the Compulsory Sellers shall deliver stock transfer forms for the Compulsory Sale Shares, with the relevant share certificates to the Company.
- 30.10 If a Compulsory Seller fails to deliver stock transfer forms for Compulsory Sale Shares to the Company by the Completion Date, the directors of the Company may (and shall, if requested by the Investor) authorise any director of the Company to transfer (by signing appropriate stock transfer forms) the Compulsory Sale Shares on the Compulsory Seller's behalf to the Investor. The directors of the Company shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Compulsory Seller shall surrender his share certificate for the Compulsory Sale Shares to the Company. On surrender, he shall be entitled to the agreed or certified price, without interest, for the Compulsory Sale Shares.
- 30.11 As an alternative to requiring the Compulsory Seller to offer some or all of his shares pursuant to Article 30 the Company's Board shall, if required by the Investor, require the Compulsory Seller to offer his Shares in the Company for purchase by the Company at the price referred to in Article 30.4. In such event the Compulsory Seller shall offer his Shares in the Company in the same manner and subject to the same conditions as set out in Articles 30.3 to Article 30.7 save that the timetable for completion of the sale and purchase of such Shares in the Company shall be such timetable as the Company requires and the Company's Board approves to enable the Company to comply with all requisite provisions of the Act in relation to such sale and purchase.

### **31. COMPULSORY TRANSFER OF C ORDINARY SHARES**

- 31.1 The provisions of this Article 31 apply in the event of:
- (a) a C Shareholder ceasing for any reason to be an employee of any company in the Group (and remaining as a director or employee of any other Group Company); or
  - (b) the death of a C Shareholder; or
  - (c) an Insolvency Event in relation to a C Shareholder.

- 31.2 At any time after the occurrence of an event specified in Article 31.1, the board of directors of the Company ("Company's Board") may serve notice requiring the C Shareholder (or his personal representatives or trustee in bankruptcy (as appropriate)) and any transferee of C Shareholder under the Company's Articles or otherwise (each, "Compulsory Seller"), to offer all of the shares held by them in the capital of the Company ("Compulsory Sale Shares") to the remaining Shareholders or (if the A Majority so direct by notice in writing to the Company), to an Employee Trust.
- 31.3 The Compulsory Seller shall offer his Compulsory Sale Shares to the remaining Shareholders or (as the case may be) to an Employee Trust) or the Company as directed pursuant to the Sale Notice free from all liens, charges and encumbrances and together with all rights attaching to them subject always to the terms set out in this Article 31.
- 31.4 For the purposes of Article 31.4 the price for the Compulsory Sale Shares shall be:
- (a) if the C Shareholder is a Good Leaver, the higher of the Subscription Price and Market Value; or
  - (b) if the C Shareholder is a Bad Leaver, the lower of the Subscription Price and Market Value.
- 31.5 For the purposes of Article 31.4
- "Good Leaver" shall mean a C Shareholder who becomes a Leaver by reason of:
- (a) his death;
  - (b) retirement in the ordinary course;
  - (c) illness or disablement giving rise to permanent incapacity (except as a result of drug or alcohol abuse);
  - (d) being made redundant;
  - (e) wrongful (but not unfair) dismissal; or
  - (f) any other circumstances with the consent of the Board.
- "Bad Leaver" shall mean a C Shareholder who is not a Good Leaver
- 31.6 The Market Value shall be determined in accordance with Article 31.7 and agreed between the Compulsory Seller and the Company's Board or, if they do not agree a price within 14 days of the Company's Board's notification under Article 31.3, as determined by the Independent Accountant under Article 31.7. Each director of the Company may vote on any board resolution relating to the sale price for the Compulsory Sale Shares notwithstanding any provision of this agreement and these Articles.
- 31.7 The "Market Value" of a C Ordinary Share shall be determined on the basis of a sale between a willing vendor and a willing purchaser, without any discount for the holding representing a minority of the Shares then in issue and without regard to any restrictions on transfer applicable to the C Ordinary Shares. If agreement cannot be



reached between the Company's Board and any Compulsory Seller in relation to the price of the Compulsory Sale Shares, an Independent Accountant shall be instructed to

- (a) determine the market value of the Shares in the Company as if one class sold on the open market and on the basis of a willing vendor and a willing purchaser; and then
- (b) the relevant C Ordinary Shares

taking into account all such factors as the Independent Accountant may deem relevant but applying no discount by reason of the fact that the C Ordinary Shares may constitute a minority interest. The fees of the Independent Accountant in acting pursuant to this clause 31.7 shall be borne and paid in such manner as the Independent Accountant shall think fit or, if they shall not so direct, (and if it is lawful) by the Company

- 31.8 Within seven days after the price has been agreed or determined the Company's Board shall specify the price per share and state a date, between 14 and 21 days later on which the sale and purchase of the Compulsory Sales Shares is to be completed (for the purposes of this Article 31.8 "Completion Date").
- 31.9 On the Completion Date, the Compulsory Sellers shall deliver stock transfer forms for the Compulsory Sale Shares, with the relevant share certificates to the Company.
- 31.10 If a Compulsory Seller fails to deliver stock transfer forms for Compulsory Sale Shares to the Company by the Completion Date, the directors of the Company may (and shall, if requested by the Investor) authorise any director of the Company to transfer (by signing appropriate stock transfer forms) the Compulsory Sale Shares on the Compulsory Seller's behalf to the transferee. The directors of the Company shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Compulsory Seller shall surrender his share certificate for the Compulsory Sale Shares to the Company. On surrender, he shall be entitled to the agreed or certified price, without interest, for the Compulsory Sale Shares.
- 31.11 As an alternative to requiring the Compulsory Seller to offer some or all of his shares pursuant to Article 31 the Company's Board shall, if required by the Investor, require the Compulsory Seller to offer his Shares in the Company for purchase by the Company at the price referred to in Article 31.4. In such event the Compulsory Seller shall offer his Shares in the Company in the same manner and subject to the same conditions as set out in Article 31.3 to Article 31.9 save that the timetable for completion of the sale and purchase of such Shares in the Company shall be such timetable as the Company requires and the Company's Board approves to enable the Company to comply with all requisite provisions of the Act in relation to such sale and purchase

## **DECISION-MAKING BY SHAREHOLDERS**

### **32. CALLING GENERAL MEETINGS**

A shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

### **33. QUORUM FOR GENERAL MEETINGS**

The quorum for a general meeting (or an adjourned general meeting) shall be as stated in the Act but for any general meeting, other than a separate meeting of the holders of a class of shares, the quorum must include at least one holder of the A Ordinary Shares (present in person or by proxy).

**34. CHAIRING GENERAL MEETINGS**

- 34.1 An A Director shall chair general meetings if present and willing to do so.
- 34.2 The person chairing a general meeting in accordance with this Article is referred to as the "Chairman of the Meeting".

**35. ADJOURNMENT OF GENERAL MEETINGS**

The following sentence shall be inserted at the end of Model Article 41(1) "If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved." and the following words shall be inserted at the beginning of Model Article 41(5)(b) "in the same manner in which such notice is required to be given and".

**36. VOTING AT GENERAL MEETINGS**

- 36.1 The B Ordinary Shares shall not confer any right to vote upon a resolution for the removal from office of a director appointed by holders of the A Ordinary Shares.
- 36.2 Subject to Article 34.1, the A Ordinary Shares and the B Ordinary Shares shall respectively confer on each holder thereof the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to vote on written resolutions and on a poll or written resolution to exercise one vote per Share.
- 36.3 The Chairman of the Meeting shall not have a casting vote.
- 36.4 The C Ordinary Shares shall not confer any right to receive notice of and to attend, speak or vote at any general meeting of the Company or to vote on written resolutions of the Company.

**37. POLL VOTES**

- 37.1 In addition to the persons set out in Model Articles 44(2)(a) and (b), a poll may also be demanded by any person having the right to vote on the resolution.
- 37.2 The following sentence shall be inserted at the end of Model Article 44(3) "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."

**38. CONTENT OF PROXY NOTICES**

- 38.1 In addition to the requirements set out in Model Articles 45(1)(a) to (d), a proxy notice, in order to be valid, must be received by the Company no later than 2 hours (excluding any part of a day that is not a Working Day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy notice relates or such later time as the directors may determine.

- 38.2 Model Articles 45(1)(b) and (d) shall be modified by the insertion of the words "or adjourned meeting" after the words "and the general meeting" and Model Article 45(1)(d) shall also be modified by deleting the words "they relate" and substituting instead the words "it relates".

### **39. DELIVERY OF PROXY NOTICES**

- 39.1 The following sentence shall be inserted at the end of Model Article 46(1): "However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:
- (a) on a show of hands, be invalid;
  - (b) on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates."
- 39.2 Model Article 46(3) shall be modified by deleting the words "delivered before the start" and substituting instead the words "received by the Company before the commencement".
- 39.3 When two or more valid but different proxy notices are received in respect of the same share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

### **40. CORPORATE REPRESENTATIVES**

Where a shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting or at any separate meeting of the holders of any class of share in accordance with section 323 of the Act:

- 40.1 the corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;
- 40.2 an A Director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and
- 40.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting (or at any separate meeting of the holders of any class of share) shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

### **41. CLASS MEETINGS**

The provisions of these Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares. In particular, any separate meeting for the holders of any class of shares shall be called and conducted in all respects as nearly as possible in the same way as a general meeting of the Company, provided that:

- 41.1 no shareholder or director shall be entitled to notice of, or to attend or speak at, any such meeting unless he is a holder of shares of that class or he has been appointed as a director by the holders of shares of that class;
- 41.2 the quorum at any such meeting (other than an adjourned meeting) shall be person(s) present in person or by proxy holding or representing by proxy at least one-third in nominal value of the shares of that class;
- 41.3 the quorum at any adjourned meeting shall be one person holding shares of that class who is present in person or by proxy; and
- 41.4 a poll may be demanded by any person holding shares of that class who is present in person or by proxy and entitled to vote at the meeting and, subject to these Articles, on a poll, every shareholder who is present in person or by proxy shall have one vote for every share of that class he holds.

#### **ADMINISTRATIVE ARRANGEMENTS**

#### **42. FORM OF NOTICE**

Any notice or other document to be given pursuant to these Articles (other than a notice calling a meeting of the directors) must be in writing.

#### **43. NOTICES TO THE COMPANY**

Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

- 43.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;
- 43.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;
- 43.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or
- 43.4 by any other means authorised in writing by the Company.

#### **44. NOTICES TO SHAREHOLDERS**

- 44.1 Any notice, document or other information may be served on or sent or supplied to any shareholder:
  - (a) personally;
  - (b) by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address;
  - (c) by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder;

- (d) by sending or supplying it by electronic means to an address notified by the shareholder to the Company from time to time for that purpose; or
  - (e) by any other means authorised in writing by the relevant shareholder.
- 44.2 Nothing in Article 44.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a shareholder in a particular way.
- 44.3 In the case of joint holders of a share:
- (a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and
  - (b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

#### **45. NOTICES TO DIRECTORS**

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

- 45.1 personally;
- 45.2 (other than a notice of a proposed directors' written resolution) by word of mouth;
- 45.3 by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;
- 45.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him;
- 45.5 by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or
- 45.6 by any other means authorised in writing by the director.

#### **46. SERVICE OF NOTICES ON SHAREHOLDERS OR DIRECTORS**

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

- 46.1 addressed to a shareholder or a director in the manner prescribed by these Articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:
  - (a) (if prepaid as first class) 24 hours after it was posted;
  - (b) (if prepaid as second class) 48 hours after it was posted;

(c) (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;

46.2 not sent by post, but addressed to a shareholder or a director and delivered by hand to or left at an address in accordance with these Articles, shall be deemed to have been received on the day it was so delivered or left;

46.3 served, sent or supplied to a shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed; and

46.4 served, sent or supplied by any other means authorised in writing by the shareholder or the director, shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

#### **47. COMPANY SEALS**

Model Article 49(3) is modified by deleting the words "at least" and substituting instead the words "two directors, one director and the company secretary (if any) or".

#### **48. DIRECTORS' INDEMNITY AND INSURANCE**

*To the extent permitted by the Companies Acts, the Company may:*

48.1 indemnify any director of the Company or of any associated company against any liability; and

48.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.