

**Company No: 11726410**

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES**

**RESOLUTIONS IN WRITING**

**of**

**PROJECT STEEL TOPCO LIMITED**

**(the "Company")**

**Passed the 02 day of December 2018**

By a written resolution agreed to in accordance with Chapter 2 of Part 13 of the Companies Act 2006 by or on behalf of the required number of the members of the Company who, at the date of circulating the resolution, were entitled to vote on the resolution the following resolutions of the Company were duly passed:

**ORDINARY RESOLUTION**

1. THAT the 1 ordinary share of £0.01 in the capital of the Company be redesignated as 1 A ordinary share of £0.01;
2. THAT, the Directors be and are hereby generally and unconditionally authorised in accordance with section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company provided that:
  - (i) the maximum amount of such shares that may be allotted under this authority (within the meaning of such section) is £1,000 in nominal value; and
  - (ii) this authority shall, unless it is (prior to its expiry) duly revoked or varied or is renewed, expire on 31 December, 2019 save that the Company may, before such expiry, make an offer or agreement which will or may require such shares to be allotted after such expiry;

and the authority granted by this resolution is in substitution for any authority to allot shares in the Company previously granted to the Directors which (to the extent that it remains in force and unexercised) is revoked.

**SPECIAL RESOLUTION**

3. THAT the Directors are empowered pursuant to section 570 of the Companies Act 2006 to allot equity securities (as defined in section 560 of that Act) pursuant to the general authority given to them for the purposes of section 551 of that Act as if section 561(1) of that Act did not apply to any such allotment and the Company may make an offer or agreement which will or may require

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equity securities to be allotted after the expiry of the power granted by this resolution.

4. THAT the draft regulations attached to this resolution 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.

Signed



Director

Dated 22 / 12 / 2018

**THE COMPANIES ACTS**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

(adopted on 22 December 2018)

of

**Project Steel Topco Limited**

Incorporated on: 13 December 2018

**"Business Day"** means a day (not being a Saturday or Sunday) on which banks generally are open for business in London;

**"Chairman"** means the chairman for the time being of the Board appointed in accordance with Article 24.1;

**"Commencement Date"** means in respect of any Leaver the Adoption Date or, if later, the date on which he first became a Shareholder;

**"Competitor"** means any person who, in the reasonable opinion of the Board (including any Investor Director if appointed or, if no Investor Director is appointed, with Investor Consent) or an Investor Majority, carries on or is interested, directly or indirectly, in any business which competes, directly or indirectly, with any business carried on by the Group or who is connected with or an associated company of such a person;

**"Controlling Interest"** means Shares (or the right to exercise the votes attaching to Shares) which confer in aggregate more than fifty per cent. of the total voting rights conferred by all the Shares in the share capital of the Company for the time being in issue and conferring the right to vote at all general meetings and/or on any written resolution of the Company (provided always that any changes to the voting rights attaching to such Shares arising solely by virtue of a Default Period shall not constitute a change in the Controlling Interest of the Company for the purposes of the Articles);

**"C Ordinary Shares"** means C ordinary shares of £0.01 each in the capital of the Company;

**"Custodians"** as defined in Article 17.14.2;

**"Default Period"** has the meaning given to it in the Subscription Agreement;

**"Deferred Shares"** means deferred shares of £0.01 each in the capital of the Company;

**"Determining Accountant"** means a chartered accountant appointed by agreement between the Proposed Transferor and the Directors within seven days following the expiration of the period of twenty-eight days referred to in Article 19.4.3 or, failing such agreement, such valuer as is appointed (on the application by either of the Proposed Transferor or the Directors (with Investor Consent)) by the President for the time being of the Institute of Chartered Accountants in England and Wales and, provided always that, an application made by either party to the President shall not require the consent or participation of the other party;

**"Directors"** means the directors for the time being of the Company howsoever appointed and a **"Director"** shall be construed accordingly;

**"Employees Trust"** means any trust established by the Company or another member of the Group (with any consent required under Article 6) to acquire and hold Shares for the benefit of employees and/or former employees of the Group and/or their dependants;

**"Fair Value"** means the fair value of any Shares determined by a Determining Accountant as provided in Article 19.4.3;

**"Family Trust"** means in relation to any Original Member or Approved Beneficiary a trust (whether arising under a settlement *inter vivos* or a testamentary disposition by whomsoever made or on intestacy) under which:

- (a) no immediate beneficial interest in the Shares held by it (or income from such Shares) is for the time being or may in the future be vested in any person other than the settlor, Privileged Relations of the settlor or Approved Beneficiaries; and
- (b) no power of control over the voting powers conferred by the Shares held by it is for the time being exercisable by or subject to the consent of any person other than the trustees, the settlor, Privileged Relations of the settlor or Approved Beneficiaries,

**"Leaving Date"** means the date on which the Leaver concerned became a Leaver, and for the avoidance of doubt where the Leaver has given or been given notice terminating his engagement or employment as a Relevant Executive, the Leaving Date shall be the date of such notice (such construction shall not amount to a waiver of any express right held by the Leaver as from the Leaving Date);

**"Loan Stock"** has the meaning given to it in the Subscription Agreement;

**"Majority"** means as regards members of a class or classes of shares, a majority by reference to the number of shares of such class or classes held and not by reference to the number of members holding shares of such class or classes;

**"Mandatory Transfer"** means any transfer of Shares required pursuant to Article 17;

**"Mandatory Transfer Notice"** means a Transfer Notice given or deemed to be given pursuant to Article 17;

**"Offered Shares"** has the meaning given to it in Article 19.5;

**"Original Member"** has the meaning given to it in Article 16.4;

**"Permitted Family Transfer"** has the meaning given to it in Article 16.4 and references to a **"Permitted Family Transferee"** shall be construed accordingly;

**"Permitted Investor Transferee"** means in relation to any Investor to:

- (a) any other Investor;
- (b) any member for the time being of the Lead Investor Group;
- (c) any body corporate controlled by the Lead Investor or another member of the Lead Investor Group or which immediately following the transfer of Investor Shares concerned will be such a body corporate;
- (d) any investment fund or trust or partnership controlled or managed or advised (in an investment adviser capacity) or promoted by the Lead Investor or another member of the Lead Investor Group or SCP LLP;
- (e) any trustee or manager or beneficiary or shareholder or partner or unitholder or other participant in or of the Investor or any investment fund or trust or partnership referred to in paragraph (d) above;
- (f) any directors or employees of the Lead Investor or a member of the Lead Investor Group or of SCP LLP or any trust or carried interest or similar partnership in which they or any of them participate; or
- (g) a nominee or custodian for any of the foregoing;

**"Permitted Issue"** as defined in the Subscription Agreement;

**"Permitted Transfer"** means a transfer of Shares permitted by Articles 14 to 19 (inclusive);

**"Priority Notice"** as defined in Article 17.13;

**"Priority Shares"** as defined in Article 17.14;

**"Privileged Relation"** means in relation to an individual member or deceased or former individual member, the husband or wife or the widower or widow of such member and all the lineal descendants in direct line of such member and a husband or wife or widower or widow of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

**"Transfer Value"** means the value attributable to the Shares comprised in any Transfer Notice determined as provided in Article 19.4;

**"Transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;

**"Voluntary Transfer"** means any transfer of Shares other than a Mandatory Transfer; and

**"Voluntary Transfer Notice"** means a Transfer Notice other than a Mandatory Transfer Notice.

1.3 In these Articles:

- 1.3.1 references to a document being executed include references to its being executed under hand or under seal or as a deed or by any other method and references to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.
- 1.3.2 words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include corporations.
- 1.3.3 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3.4 unless the context otherwise requires or does not so admit or save as otherwise provided herein, words and expressions defined in provisions of the Act (or, to the extent not superseded by the Act, defined in the Companies Act 1985) shall be read as having those meanings where used in these Articles.
- 1.3.5 references to a "connected person" of any person shall mean any connected person thereof for the purposes of sections 1122 and 1123 Corporation Tax Act 2010 and references to "control" shall mean control for the purposes of sections 839 and 840 of the Income and Corporation Taxes Act 1988 as in force on the Adoption Date.
- 1.3.6 references to the amount "paid up" on a share shall include all amounts credited as paid up thereon including any premium.
- 1.3.7 references in these Articles to a "dormant subsidiary" of the Company are references to any subsidiary of the Company which at the relevant time is dormant for the purposes of section 250(1)(a) or (b) of the Act as in force on the Adoption Date.
- 1.3.8 headings are inserted for convenience only and shall not affect the construction of these Articles.
- 1.3.9 a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles or the Act.
- 1.3.10 references to any statute or statutory provision include a reference to that statute or provision as amended, extended, re-enacted, consolidated or replaced from time to time and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.

## 2. SHARE CAPITAL AND LIMITED LIABILITY

- 2.1 The issued share capital of the Company as at the date of the adoption of these Articles is divided into [●] A Ordinary Shares, [●] B Ordinary Shares and [●] C Ordinary Shares.
- 2.2 Except as otherwise expressly provided in these Articles and any Subscription Agreement, the Shares shall rank *pari passu* in all respects.

number of votes available to all Shareholders at the relevant time (such votes to be shared between the holders of the A Ordinary Shares pro rata to the number of A Ordinary Shares held by them).

Notwithstanding any other provision of these Articles, the Deferred Shares shall not confer on any holder thereof (in that capacity) any right to receive notice of or to attend, speak or vote at any general meeting of the Company or to vote on any resolution of the Company (whether a resolution proposed at a general meeting of the Company or a written resolution).

5.2 During a Default Period the holders of B Ordinary Shares and C Ordinary Shares shall:

5.2.1 be entitled to receive notice of and attend but not to speak or vote at any general meeting of the Company; and

5.2.2 not be entitled to vote on any written resolution of the Company,

and accordingly the holders of the A Ordinary Shares shall be the only members entitled to vote on any resolution of the Company.

5.3 For so long as any Privileged Relation and/or Family Trust of a Relevant Executive or former Relevant Executive shall hold Shares and such a Relevant Executive or former Relevant Executive shall be physically able to do so and none of the circumstances in Article 23.3(b) or 23.3(c) apply to him, all votes attaching to the Shares so held shall only be voted by or under direction of such a Relevant Executive or former Relevant Executive, except to the extent otherwise agreed from time to time by Investor Consent.

## 6. AUTHORITY TO ALLOT

6.1 The Directors are generally and unconditionally authorised to exercise all the powers of the Company to allot Shares and to grant rights to subscribe for or to convert any security into Shares to such persons, on such terms and in such manner as they shall think fit, but subject to any agreement binding on the Company (including the Subscription Agreement) and to the other provisions of these Articles.

6.2 The authority contained in Article 6.1 shall, unless revoked, renewed or varied in accordance with section 551 of the Act,:

6.2.1 be limited to a maximum nominal amount of Shares equal to £[●]; and

6.2.2 expire on the fifth anniversary of the Adoption Date except that the Company may before such expiry make any offer or agreement which would or might require Shares to be allotted or such rights to be granted after such expiry and the directors may allot Shares or grant such rights in pursuance of such offer or agreement as if the authority conferred by Article 6.1 had not expired.

## 7. NEW SHARE ISSUES

7.1 Pursuant to section 570 of the Act, the provisions of sub-section (1) of section 561 of the Act shall be excluded and shall not apply to the Company.

7.2 Except for any Permitted Issue and as may be otherwise stated in the Subscription Agreement, no Shares or rights to subscribe for or convert into Shares, which the Company proposes to issue or allot or grant after the Adoption Date ("**New Securities**") shall be so issued, allotted or granted to any person unless the Company has first offered to each Shareholder, in accordance with and subject to the provisions of Articles 7.3 and 7.4 and at the same price, the proportion of those New Securities that is equal to the proportion of the total number of Shares held by that holder to the total number of Shares then in issue ("**New Issue Proportion**").

7.3 An offer ("**Offer**") of New Securities to the Shareholders required by Article 7.2:

- 9.6 If a certificate issued in respect of a member's Shares is damaged or defaced or said to be lost, stolen or destroyed, that member is entitled to be issued with a replacement certificate in respect of the same Shares.
- 9.7 A member exercising the right to be issued with such a replacement certificate:
- 9.7.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 9.7.2 must return the certificate which is to be replaced to the company if it is damaged or defaced or subsequently located or found; and
- 9.7.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

## **10. VARIATION OF RIGHTS**

- 10.1 The rights attached to any class of Shares may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the approval of (i) a special resolution passed at a separate class meeting of the holders of the issued Shares of that class, or with the consent in writing of a Majority of that class (or such higher percentage as may be required by the Act), and (ii) an Investor Majority.
- 10.2 The provisions of these Articles relating to general meetings shall apply to every separate class meeting referred to in Article 10.1, but the necessary quorum shall be two persons (unless there is only one shareholder of that class, in which case the necessary quorum shall be one) at least holding or representing by proxy or corporate representative three quarters or more in nominal value of the issued Shares of the relevant class and that any holders of Shares of the relevant class present in person or by proxy may demand a poll and on a poll each Share concerned shall carry one vote **PROVIDED THAT** where there is only one holder of the issued Shares of the relevant class a quorum shall be that holder alone present in person or by proxy or corporate representative.
- 10.3 Nothing in these Articles or otherwise shall confer any special rights or privileges or class rights or entitlements on the holders of any Shares which are not Investor Shares during any Default Period and nothing done in a Default Period for the purposes of addressing the circumstances which gave rise to the same and/or effecting a bona fide refinancing of the Group (or thereafter as a necessary consequence of anything so done or any right or entitlement granted during a Default Period) by the Company or any member of the Group shall constitute or be deemed to constitute any variation, modification or abrogation of the rights of or require any consent to be obtained from the holders of any Shares which are not Investor Shares or any of them, other than anything which imposes upon the holder of any such Shares any liability greater than that to which the subscriber of the same was subject at the time of their issue. Each holder of Shares which are not Investor Shares hereby gives his irrevocable authority and power of attorney to any holder of Investor Shares to sign and give any waiver or consents on his part necessary to give effect to the foregoing provisions of this Article 10.3.
- 10.4 For the avoidance of doubt and subject always to the provisions of Article 10.3, the variation, modification, abrogation or cancellation of any provision of these Articles which contains or affects any class rights shall (save as expressly provided herein) require the consent aforesaid of the holders of Shares of the class or classes concerned to be effective.
- 10.5 In exercising any class rights as the holder of any particular class of Share such holder shall be entitled to exercise such rights in its absolute discretion as it sees fit including for the avoidance of doubt without regard to the interests of any other holder of the same class of Shares or the rights of holders of that particular class as a whole.
- 10.6 The creation or issue of further Shares of the same class shall not of itself constitute a variation or modification or abrogation of the class rights of the holders of Shares of that class already in issue.



such terms and in such manner as the Directors (with Investor Consent) determine either to the person who was before the forfeiture or surrender the holder or to any other person and at any time before sale, surrender, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors (with Investor Consent) think fit. Where the Directors (with Investor Consent) propose that a forfeited or surrendered Share should be transferred then the Company shall give written notice of such proposal to the member concerned. The provisions of Article 17 shall apply in relation to any proposed transfer of a Share pursuant to this Article 12.8 (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on the date on which such notice aforementioned is given).

- 12.9 A person any of whose Shares have been forfeited or surrendered shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or surrender or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture or surrender until payment, but the Directors (with Investor Consent) may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or surrender or for any consideration received on their disposal.
- 12.10 A statutory declaration by a Director or the secretary that a Share has been forfeited or surrendered or sold to satisfy a lien of the Company on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The declaration and the receipt of the Company for the consideration (if any) given for the Share on the sale, re-allotment or disposal thereof shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor, subject to compliance by the Directors with Article 12, shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the Share.

### **13. TRANSFERS – GENERAL**

- 13.1 No Shares or any interest therein shall be transferred and the Directors shall not register any transfer of Shares other than a Permitted Transfer and, subject only to Article 15, the Directors shall be obliged to register a Permitted Transfer.
- 13.2 For the purposes of the provisions of these Articles relating to transfer of Shares, a transfer of Shares includes a renunciation of any allotment of Shares or of any Subscription Rights and any other disposition of any interest in any Share (or the income or capital or other rights referable thereto) whether legal, beneficial or otherwise (including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover) and whether or not for consideration or by written disposition or otherwise.
- 13.3 Any transfer or purported transfer of any Share or of any interest therein made otherwise than in accordance with these Articles shall be void and of no effect whatsoever. In addition, the Directors shall be at liberty by notice in writing to the registered holders thereof to *disenfranchise any Shares which are the subject of a transfer not made in accordance with these Articles* until such time as the Directors (acting reasonably) are satisfied that the provisions of these Articles relating to transfer of Shares have been complied with.
- 13.4 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share. The Company may retain any instrument of transfer which is registered.
- 13.5 The transferor of any Share shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Company's register of members in respect thereof.

with Investor Consent) is satisfied that such election will be made in the manner and by the latest time provided by sections 431(4) and 431(5) ITEPA;

- 15.3.3 each member who through employment by any member of the Group becomes entitled to make an Up Front Election or who is an associated person of a person so entitled shall and shall procure that any such associated person shall duly join with the employing Group Company in duly making and submitting that election as and within the time limits provided in sections 431(4) and 431(5) ITEPA and such member hereby irrevocably and as security for his due performance of such obligation appoints each and any Director for the time being of the Company as his attorney for the purposes of signing and making any such election on this behalf;
  - 15.3.4 each member shall duly provide to the Company and relevant employing Group Company such information as it shall require or need for the purposes of fulfilling its obligations as a responsible person in relation to that member and/or his associated persons and/or any Restricted Securities or interest therein from time to time held or owned or formerly held or owned or proposed to be acquired by him and/or any such associated person and in particular and without limitation shall notify the Company of any reportable event and/or chargeable event relevant thereto without delays after it occurs; and
  - 15.3.5 the Company shall procure that any Up Front Elections required to be signed and made by it and/or any other employing Group Company as required by the foregoing are duly made as so required and in the manner and by the latest time provided in sections 431(4) and 431(5) ITEPA.
- 15.4 The Directors may in their absolute discretion and shall if required by any Investor Director (with Investor Consent), and without assigning any reason therefor, decline to register: (i) any transfer of any Share to more than four transferees; (ii) any transfer comprising Shares of more than one class; (iii) any transfer of any Share which is not fully paid to a person of whom the Directors do not approve; or (iv) any transfer to an infant, bankrupt or person that would fall within Articles 23.3(b) or 23.3(c).
- 15.5 If any person shall purport to transfer any Share other than as a Permitted Transfer, such person and any Associate of such person who is a member shall, unless and to the extent (if any) that the Directors (with Investor Consent) otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer (or on such other date (if any) specified in such notice), a Mandatory Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder.
- 16. EXPRESSLY PERMITTED TRANSFERS**
- 16.1 The provisions of this Article 16 are subject to the restrictions in Article 15.
- 16.2 Any Share may be transferred at any time by a member to any other person with the written consent of the holders of not less than seventy five per cent in nominal value of the issued Shares and (except where Article 19 applies) with Investor Consent.
- 16.3 Without prejudice to Article 8, any Share may be transferred to a person to be held as bare nominee and any Shares held by a member as bare nominee may be transferred to any other person or persons who shall hold such Shares as bare nominee provided, in either such case, that the transferor and transferee certify to the Company, and the Directors (including any Investor Director) are satisfied, that no beneficial interest in such Shares passed by reason of the transfer.
- 16.4 Subject to Article 16.5 and subject also to Investor Consent first being obtained where the Shares are not Investor Shares, the following transfers of Shares shall be permitted and constitute "**Permitted Family Transfers**" for the purposes of these Articles:

Shares, he and each Relevant Member in relation to him shall, if he or they subsequently become registered or unconditionally entitled to be registered as the holder of Relevant Shares pursuant to a right or opportunity made available to him prior to the Shareholder becoming a Leaver, be deemed (unless otherwise agreed by Investor Consent) to have served a Mandatory Transfer Notice in respect of all such Relevant Shares, upon becoming so registered or entitled; and

- 17.1.3 all Shares held by the Leaver and/or any Relevant Members in relation to him shall automatically with effect from the Leaver's Leaving Date (unless the Directors, with Investor Consent determine otherwise within fourteen days of the Leaving Date) cease to confer any right to vote on any resolution or to receive notice of, attend, speak or vote at any general or class meeting of the Company or to vote on any written resolution of the Company.
- 17.2 The Company may from time to time agree in writing, with Investor Consent, to exclude any one or more particular individuals and/or any of his or their Relevant Members from the provisions of Article 17.1, whether generally or in respect of a designated proportion of his or their Relevant Shares.
- 17.3 Upon the giving of a Mandatory Transfer Notice under Article 17.1 (or such Mandatory Transfer Notice being deemed to be given under Article 17.10) , the Relevant Shares being the subject of the Mandatory Transfer Notice shall, subject to Article 17.13, be offered for sale in accordance with Article 19 as if they were Offered Shares in respect of which a Transfer Notice had been given save that:
  - 17.3.1 a Mandatory Transfer Notice shall be deemed to have been given on the date of the Leaving Date;
  - 17.3.2 the Leaver who is the recipient of the Mandatory Transfer Notice and each Relevant Member in relation to him shall be deemed a **"Proposing Transferor"** for purposes of Article 19; and
  - 17.3.3 the acquisition of any Relevant Shares which are the subject of the Mandatory Transfer Notice shall be completed on or before the date falling 21 days after the date of the Mandatory Transfer Notice (or, if the Transfer Value has not been agreed or determined by such date, the date on which the Transfer Value is agreed between the parties or determined in accordance with the provisions of Article 20) and the consideration paid to the Leaver pursuant to Article 19 on completion of the acquisition.
- 17.4 If a Family Trust ceases for any reason to be a Family Trust or a Privileged Relation ceases to be a Privileged Relation, any Shares held by such trust or Privileged Relation shall be transferred (either directly or upon trust) to the Original Member or Approved Beneficiary whose Family Trust it is or to Privileged Relation(s) of that Original Member or Approved Beneficiary *within twenty one days of that event, failing which the trustees or Privileged Relation shall be deemed to have given a Mandatory Transfer Notice* (in respect of all such Shares held by the trustees or Privileged Relation) at such time thereafter as the Directors of the Company (with Investor Consent) shall notify it in writing.
- 17.5 If any person holding Shares as a bare nominee as contemplated by Article 16.3 ceases to be such a nominee and shall fail within twenty-one days of such event to transfer all the Shares concerned to the Original Member then such person shall be deemed to have given a Mandatory Transfer Notice in respect of such Shares at such time thereafter as the Directors of the Company (with Investor Consent) shall notify in him in writing.
- 17.6 A person entitled to Shares in consequence of the death, bankruptcy, receivership or liquidation of a member shall be bound at any time within eighteen months of becoming so entitled, if and when called upon in writing by the Directors or any Investor so to do, to give a Mandatory Transfer Notice at the time the notice from the Directors or Investor (as appropriate) is given in respect of all Shares then registered in the name of the deceased or insolvent member unless such person is, or shall (within twenty-eight days of becoming so

17.13.5 made or kept available either for any person or persons who is or are (an) existing director(s) and/or employee(s) or consultants of the Group; and/or

17.13.6 made or kept available for a person or persons (whether or not then ascertained) which in the opinion of such Investor Majority it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of the Group,

and the provisions of Article 17.14 shall apply. The Company shall not be required to, and shall not, offer any Shares to the Proposed Transferor, any Associate of the Proposed Transferor or any person who remains a Shareholder but who has given or has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in Article 17.14 is made. In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Shareholder) the sale of Shares to such Shareholder is completed, such Shareholder is deemed to have given a Mandatory Transfer Notice then such Shareholder shall be deemed not to have accepted such offer and the relevant Shares shall be re-offered for sale (at the same price).

17.14 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the "**Priority Shares**"), the Priority Shares shall either:

17.14.1 be offered to the person(s) (which may include, without limitation, the Company) and, in the case of more than one person, in the proportions, specified in the Priority Notice (conditional, in the case of any prospective director and/or employee, upon his taking up his proposed appointment with a Group Company (if not then taken up));

17.14.2 if the relevant Priority Notice so requires, be offered to not less than two persons or a company or an Employees Trust designated by an Investor Majority ("**Custodians**") to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in Article 17.15 below; or

17.14.3 be bought back by the Company in accordance with the Act to be cancelled or kept available at the Board's discretion (with the Investor Consent); or

17.14.4 if the relevant Priority Notice so requires, and subject to compliance with the Act, be cancelled pursuant to a reduction of share capital (and this article constitutes the Leaver's and the Leaver's Relevant Members' consent to such reduction), with the Leaver and the Leaver's Relevant Members' (if any) receiving in respect of each such Shares held by them an amount equal to the amount the Transfer Value would have been if the Priority Shares had been sold (and not cancelled) pursuant to these Articles,

provided always that the acquisition of any Shares which are the subject of a Priority Notice shall be completed on or before the date falling 21 days after the date of the Priority Notice and the consideration paid to the holder pursuant to Article 19.4 on completion of the acquisition.

17.15 If Custodians become the holders of Priority Shares, then, (unless and to the extent that the Directors with Investor Consent otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:

17.15.1 they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit;

17.15.2 save with Investor Consent, they shall not encumber the same;

17.15.3 they will transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as an Investor Majority may from time to time direct by notice in writing to the Custodians **PROVIDED THAT** the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent

Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as in addition to the price paid or payable for the Specified Shares,

**PROVIDED THAT**, save as may be otherwise agreed by an Investor Majority, in the case of any Investor Shares and Investor Loan Stock, the Specified Price must not be less than the amount paid up or credited on the same (or if higher their Fair Value determined under Article 19.4) and must include also an additional amount to cover any arrears of dividend and interest due thereon and the related associated tax credit.

- 18.5 In the event of disagreement as to the calculation of the Specified Price or the amount of any cash alternative therefor for the purposes of this Article, the Company shall, if such disagreement is not resolved within fourteen days of it arising, instruct a reputable and experienced valuer to carry out a fair value exercise in relation to the proposed issue and to confirm to the Company and the Shareholders the valuer's view, taking account of the value of the Group, the terms of the Shares and/or Loan Stock in question and any other factors that the valuer considers relevant, of the Specified Price and/or amount of the cash alternative (as appropriate). The valuer shall act as expert and shall not be required to give reasons for his view. The Company shall provide to the Investors all material information and correspondence with the valuer. The cost of obtaining such decision and/or report shall be borne by the Company, save that in all circumstances where the price determined by the valuer is less than 95 per cent. of the Specified Price last offered to the Shareholders and/or Loan Stock holders, the expenses of the valuer shall be met by the Called Shareholders who disputed or disagreed with the Specified Price. Consequently, the Company and, if required by the Company or the Determining Accountant (as applicable), the Shareholders and/or Loan Stock holders shall be required to enter into any terms of engagement, retainer or other similar documents as applicable with the Determining Accountant to reflect the above engagement (including the arrangements as to costs) and the Company shall be entitled to deduct the relevant Shareholders' and/or Loan Stock holders' proportion of the associated costs agreed with the valuer from their sale proceeds accordingly.
- 18.6 Article 18.1 shall not apply to a transfer of Shares to be made pursuant to Article 18.2 or to any sale or transfer of Shares under any of Articles 16.3 to 16.5 inclusive, 16.6.1, 16.7 and 16.8.
- 18.7 Article 19 shall not apply to any transfer of Shares made under Article 18.2 in circumstances where the holders of all the Shares accept the offer therein mentioned.

## **19. THIRD PARTY TRANSFERS**

- 19.1 Subject to Articles 15, 16 and 18, no Shares or any interest therein shall be transferred or disposed of whether by way of sale or otherwise except in accordance with the following provisions of this Article 19.
- 19.2 Every holder of Shares or person entitled to be registered in respect of a Share or Shares who intends to transfer or dispose of any Share or Shares registered in his name and/or to which he is so entitled or any interest therein (the "**Proposed Transferor**") shall give notice in writing to the Company of such intention (a "**Transfer Notice**"). A Transfer Notice can be a Mandatory Transfer Notice given, required to be given or deemed to be given in accordance with Article 17 or a Voluntary Transfer Notice. Where a Transfer Notice is given or deemed given in respect of Shares of more than one class a separate Transfer Notice shall be deemed to have been given in respect of each such class of Share. Except as hereinafter provided, a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of the Board including the Investor Director (if any) in office at the time.
- 19.3 All Transfer Notices shall specify the number and class of Shares that are subject to the Transfer Notice and, in addition, any Voluntary Transfer Notice:
- 19.3.1 shall identify the proposed transferee to whom the Proposed Transferor intends to transfer the relevant Shares to (the "**Proposed Transferee**");

accordingly, provided always that such Sale or Flotation occurs on or after the date falling 12 months after the Commencement Date. Where such Sale or Flotation occurs on or before the date falling 12 months after the Commencement Date, the Offered Shares shall be deemed to have vested according to the table above.

- (b) given pursuant to Article 17.1 (or having been deemed to be given under Article 17.1 pursuant to Article 17.10) by a Bad Leaver or by a Relevant Member in relation to a Bad Leaver in respect of the Relevant Shares that are the subject of such Mandatory Transfer Notice (being the **"Offered Shares"** for the purposes of this Article 19.4.2(a)), the Transfer Value of the Offered Shares shall be the amount paid up on such shares or, if lower, such sum as may be agreed between the Proposed Transferor and the Company (with Investor Consent) within twenty-eight days of the service or deemed service upon the Company of the relevant Mandatory Transfer Notice or, in default of such agreement and, if lower than the amount paid up, their Fair Value;
- (c) given pursuant to any Article other than Article 17.1 (or having been deemed to be given pursuant to Article 17.10 under any Article other than Article 17.1) then the Transfer Value of the Shares to be transferred pursuant to the relevant Mandatory Transfer Notice shall be such sum as may be agreed between the Proposed Transferor and the Company (with Investor Consent) within twenty-eight days of the service or deemed service upon the Company of the relevant Mandatory Transfer Notice or, in default of such agreement, their Fair Value; and

19.4.3 subject to Articles 19.4.1 and 19.4.2 above, in respect of a Transfer Notice where the Transfer Value of any Shares to be transferred pursuant to the relevant Transfer Notice is not set out in the Transfer Notice or if the Transfer Notice is a deemed Transfer Notice under these Articles, then the Transfer Value shall be such sum as may be agreed between the Proposed Transferor and the Company (with Investor Consent) within twenty-eight days of the service or deemed service upon the Company of the relevant Transfer Notice or, in default of such agreement, such sum as the Determining Accountant shall determine in writing as being in his opinion the fair value thereof on: (i) the Relevant Date; or (ii) the date of transfer of the Shares, (in each case, as determined by the Investors in their sole discretion) (the **"Fair Value"**) on the following basis:

- (a) by attributing a value to all the issued and outstanding Shares of the Company, assuming a sale as between a willing vendor and a willing purchaser in the open market (applying a reasonable adjustment to reflect any premium or discount arising in relation to the size of the holding of the relevant Offered Shares, in relation to the transferability of the relevant Offered Shares or to otherwise reflect the obligations of the Shareholders on an Exit to give commercial warranties and pay their share of Exit fees accordingly);
- (b) by attributing to each class of Shares such proportion of the sum calculated above as the Determining Accountant shall consider appropriate; and
- (c) by determining the Transfer Value per Share of the Offered Shares by dividing the total value determined as aforesaid of the issued Shares of the same class as (and including) the Offered Shares by the number of Shares of such class then in issue.

For the purposes of this Article 19.4, the Determining Accountant shall be deemed to be acting as an expert and not as arbitrator and his report shall be in writing and addressed and produced to the Proposed Transferor and the Company and shall be final and binding, in the absence of manifest error therein. The Company shall procure that any decision and/or report required hereunder is obtained with due expedition and the cost of obtaining such decision and/or report shall be borne equally by the

- 19.10 The Company shall forthwith give notice in writing of the allocations of Offered Shares made pursuant to Article 19.9 (an **"Allocation Notice"**) to the Proposed Transferor and to the applicants and the Proposed Transferor shall thereupon be bound to transfer the Shares allocated upon payment of the Transfer Value thereof. An Allocation Notice shall state the names and address of the applicant and the number of Shares agreed to be purchased by them respectively and the purchase shall be completed at such place and such time as shall be specified by the Company in such Allocation Notice being not less than seven days nor more than twenty eight days after the date of such Allocation Notice.
- 19.11 If the Proposed Transferor having become bound as aforesaid makes default in accepting payment of the purchase price for any Offered Share or, as the case may be, in transferring the same, the Company, the Directors or any Investor Director may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the Proposed Transferor and thereafter when such instrument has been duly stamped the Company shall cause the name of the transferee to be entered in the Company's register of members as the holder of such Share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt by the Company, the Directors or any Investor Director of the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Company's register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- 19.12 The Company's lien and right of set-off (set out in Article 11) shall extend to a right of set-off against the purchase price for any Offered Shares transferred by the Proposed Transferor shall in respect of any monies paid or payable by the Company on behalf of the Proposed Transferor for the costs of the Determining Accountant's where such costs are not paid by the Proposed Transferor.
- 19.13 On any transfer of Deferred Shares under this Article 19, "Fair Value" shall always be deemed to be the nominal value for each of such Deferred Shares.

## **20. GENERAL MEETINGS**

- 20.1 All general meetings of the Company shall be held within the United Kingdom and no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and at all times throughout the meeting thereafter.
- 20.2 Two members present in person or by proxy (or, being a corporation, by representative) shall be a quorum provided that, subject to Article 20.9, one such member must be a holder of A Ordinary Shares present in person or by proxy or corporate representative.
- 20.3 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of Shares in the Company.
- 20.4 If a Chairman has been appointed pursuant to Article 24.1 the Chairman shall chair general meetings if present and willing to do so. If a Chairman has not been appointed, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Directors present or (if no Directors are present), the meeting must appoint a Director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 20.5 If at any general meeting:
- 20.5.1 the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum;
  - 20.5.2 during the meeting a quorum ceases to be present; or
  - 20.5.3 where the meeting directs the chairman to adjourn the meeting
- the chairman of the meeting must adjourn it.

- 21.3 Proxies may only validly be appointed by a notice in writing which:
- 21.3.1 states the name and address of the member appointing the proxy;
  - 21.3.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 21.3.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 21.3.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

- 21.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 21.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 21.6 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **22. DIRECTORS' POWERS**

Subject to the provisions of the Act and these Articles and to any directions given by special resolution, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## **23. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS**

- 23.1 Subject to the Act and unless and until the Company by special resolution shall otherwise determine, there shall be no maximum number of Directors and there shall be a minimum of one Director.
- 23.2 Subject to the class rights of the Investor Shares, the holders for the time being of a Majority of the issued share capital of the Company may at any time and from time to time by written notice given to the Company at its registered office for the time being and to any Investor Director (such notice and appointment to take effect on delivery) appoint any person as a Director and/or secretary of the Company and/or remove any person as a Director and/or secretary of the Company, howsoever appointed.
- 23.3 The office of a Director shall be vacated if the relevant individual:
- (a) ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
  - (b) becomes bankrupt or insolvent or makes any arrangement or composition with his creditors; or
  - (c) is, or may be, suffering from mental disorder and either:



the number of votes in aggregate of the other Directors (including the casting vote of the Chairman, if any), or (ii) in the event that there is no Investor Director appointed, the Board shall (subject to their fiduciary duties) comply with the directions given by an Investor Majority.

- 24.3 Any Investor Director appointed pursuant to this Article shall not be required to hold any Shares or qualifications.
- 24.4 Any appointment or removal of a Director under this Article shall be by instrument in writing signed by the relevant appointor(s) given to any officer of the Company (not being the Director the subject of the notice) or to the Company at its registered office and shall take effect on and from the date on which such instrument is so given. Any officer receiving such a notice shall promptly supply a copy of it to the Company.
- 24.5 A Director appointed under this Article may appoint any person as an alternate pursuant to Article 26 without the approval of a resolution of the Directors.
- 24.6 An Investor Director shall be entitled to be a member of any committee of the Board and also to be appointed to the boards of such of the other members of the Group as he shall require.
- 24.7 For so long as the right to appoint an Investor Director under this Article subsists, upon a poll being taken in connection with a resolution of the Company in general meeting to remove an Investor Director or to restrict or delete this Article, the members entitled to appoint the same shall be entitled to exercise such total number of votes in respect of their holdings of A Ordinary Shares as shall equal four times the total aggregate number of votes cast on such resolution by all other members of the Company.
- 24.8 For so long as the right to appoint an Investor Director under this Article subsists the holders of the A Ordinary Shares entitled to make such appointment may in the same manner as provided in this Article nominate an observer to fulfil the role of each such Investor Director in lieu of each such Investor Director.
- 24.9 An observer shall be entitled to all the rights (other than to vote at meetings of the Board) of an Investor Director instead of whom he is appointed but shall not by virtue of such nomination become a Director or alternate director of the Company.

## **25. DIRECTORS MEETINGS**

- 25.1 The quorum necessary for the transaction of business of the Directors shall be two, at least one of whom shall (if he is in office or unless he otherwise agrees in writing) be an Investor Director or his alternate. Subject to the terms of the Subscription Agreement, if no Investor Director is in office, the quorum necessary for the transaction of the business of the Directors shall be any two Directors.
- 25.2 If not less than fourteen days' prior notice of any proposed meeting of Directors has been given in writing to each Director or his alternate (unless such Director is absent from the United Kingdom and he has failed to leave an address (including an e-mail address) at which he may be contacted by visible communication) setting out in reasonable detail the matters proposed to be considered thereat and at such proposed meeting no Investor Director (or in the absence of an Investor Director or an observer) is present as required by the foregoing, any two Directors present in person or by alternate shall constitute a quorum.
- 25.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.4 The Company shall send to each Director and to the Investors notice of each Board meeting (whether as part of an agreed timetable or otherwise) at least fourteen days' prior to the scheduled date detailing the time and location of each meeting together with an agenda setting out the business of the meeting. The Company shall provide all material and available data and information relating to the matters to be considered at that meeting to the Directors and to the Investors no later than seven days prior to the date of the meeting. Any Director may

appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

- 26.3 An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all general meetings of the Company.
- 26.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.
- 26.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

## **27. DIRECTORS' INTERESTS AND CONFLICTS**

- 27.1 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this Article, he would or might be in breach of his duty under the Act to avoid conflicts of interest:
- 27.1.1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 27.1.2 be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any Group Company, or any undertaking promoted by any Group Company or in which any Group Company is otherwise interested; or
- 27.1.3 be a director or other officer of, or employed by, or party to any transaction or arrangement with, or otherwise interested in, an Investor or any undertaking in the Lead Investor Group, or any undertaking in which the Investor or an undertaking in the Lead Investor Group is interested.
- 27.2 No Director shall:
- 27.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under Article 27.1 (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);
- 27.2.2 be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under Article 27.1;
- 27.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 27.1.1 or 27.1.2 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection;

- (e) the receipt by the Director concerned of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Act not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (g) the Directors may withdraw such authority at any time.

27.5 Except to the extent that Article 17.12, Article 27.4, or the terms of any authority given under Article 27.4, may otherwise provide, and without prejudice to his obligation of disclosure in accordance with the Act, a Director (including an alternate Director) shall be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of the Directors or a committee of the Directors on any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

## **28. BORROWING POWERS OF DIRECTORS**

Subject as otherwise provided in these Articles, the Directors may exercise all the powers of the Company to borrow and raise money and to accept money on deposit, whether in excess of the nominal amount of the share capital of the Company for the time being issued, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of these Articles and of the Act, to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **29. THE SEAL**

The seal of the Company (if any) shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary (if any) or by a second Director.

## **30. DIVIDENDS**

- 30.1 Subject to the provisions of the Act, these Articles and the Subscription Agreement, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
- 30.2 Subject to the provisions of the Act, these Articles and the Subscription Agreement, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. The Directors may pay interim dividends on Shares which confer deferred or non-preferred rights with regard to dividend as well as on Shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. *Provided the Directors act in good faith and in accordance with these Articles and the Subscription Agreement, they shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.*
- 30.3 Except as otherwise provided by the rights attached to Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid; but, if any Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly.
- 30.4 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty

## **32. NOTICES**

- 32.1 Every Director of the Company and every alternate Director shall, upon supplying the Company with an address for the giving of notices therefor, be entitled to receive notices of general meetings, provided always that non-receipt of any such notice by any Director or alternate Director shall not invalidate the proceedings at the general meeting convened by such notice.
- 32.2 A notice may be given (i) by the Company to any member or Director either personally or by sending it by first class post (airmail if abroad) or Royal Mail special delivery post or by facsimile or other means of visible communication (including by email where such address has been provided to the Company) to him or to his registered address or to the address supplied by him to the Company for the giving of notice to him or (ii) to the Company for the purpose of these Articles by like method at its registered office for the time being.
- 32.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected at the expiration of forty-eight hours after the letter containing the same is posted. *Where a notice is sent by facsimile or other means of visible communication, service of the notice shall be deemed to be effected forthwith.*
- 32.4 Notwithstanding anything else provided in these Articles, any Director who has not given an address for service to the Company shall not be entitled to notices hereunder.

## **33. INDEMNITY**

- 33.1 Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled:
- (a) every Director and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or alternate Director save that no Director or alternate Director shall be entitled to be indemnified:
- (i) for any liability incurred by him to the Company or any associated company of the Company;
  - (ii) for any fine imposed in criminal proceedings which have become final;
  - (iii) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - (iv) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
  - (v) for any costs for which he has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
  - (vi) for any costs for which he has become liable in connection with any application under sections 144(3) or 144(4) of the Companies Act 1985 or section 1157 of the Act in which the court refuses to grant him relief and *such refusal has become final,*
- (b) every Director and alternate Director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or alternate Director, provided that he will be obliged to repay such amounts no later than: