



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **11976726**

The Registrar of Companies for England and Wales, hereby certifies that

TRUST PAYMENTS HOLDINGS LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House on **2nd May 2019**



N11976726Q



Companies House



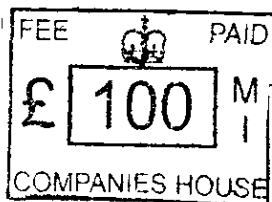
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

IN01

Application to register a company



Companies House



£100 200626

A fee is payable with this form.

Please see 'How to pay' on the last page.

What this form is for

You may use this form to register a private or public company.

X What this form is NOT for

You cannot use this form to register a limited liability partnership. To do this, please use form LL IN01. Do not use this form if any individual person with significant control is applying or has applied for protection from having their details disclosed on the public register. Contact enquiries@companieshouse.gov.uk to get a separate form.

THURSDAY



LD1

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02/05/2019
COMPANIES HOUSE

#10

Part 1 Company details

A1 Company name

Check if a company name is available by using our name availability search:

www.companieshouse.gov.uk/info

Please show the proposed company name below.

Proposed company
name in full ①

TruST Payments Holdings Ltd

For official use

11956726

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

① Duplicate names

Duplicate names are not permitted. A list of registered names can be found on our website. There are various rules that may affect your choice of name. More information on this is available in our guidance at: www.gov.uk/companieshouse

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response.

② Company name restrictions

A list of sensitive or restricted words or expressions that require consent can be found in our guidance at: www.gov.uk/companieshouse

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

☐ I confirm that the above proposed company meets the conditions for exemption from the requirement to have a name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

③ Name ending exemption

Only private companies that are limited by guarantee and meet other specific requirements or private companies that are charities are eligible to apply for this. For more details, please go to our website: www.gov.uk/companieshouse

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Application to register a company

A4

Company type¹

Please tick the box that describes the proposed company type and members' liability (only one box must be ticked):

- ☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

¹ Company type

If you are unsure of your company's type, please go to our website: www.gov.uk/companieshouse

A5

Principal business activityPlease show the trade classification code number(s) for the principal activity or activities. ²

Classification code 1	7	0	1	0	0
Classification code 2					
Classification code 3					
Classification code 4					

If you cannot determine a code, please give a brief description of the company's business activity below:

Principal activity description

² Principal business activity

You must provide a trade classification code (SIC code 2007) or a description of your company's main business in this section.

A full list of the trade classification codes is available on our website: www.gov.uk/companieshouse

A6

Situation of registered office ³

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked):

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

³ Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively.

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Application to register a company

A7	Registered office address ①	
	Please give the registered office address of your company.	
Building name/number	4th Floor, Reading Bridge House	
Street	George Street	
Post town	Reading	
County/Region	Berkshire	
Postcode	R G 1 8 L S	

① Registered office address
 You must ensure that the address shown in this section is consistent with the situation indicated in section A6.

 You must provide an address in England or Wales for companies to be registered in England and Wales.

 You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively.

A8	Articles of association ②	
	Please choose one option only and tick one box only.	
Option 1	I wish to adopt one of the following model articles in its entirety. Please tick only one box. ☐ Private limited by shares ☐ Private limited by guarantee ☐ Public company	
Option 2	I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only one box. ☒ Private limited by shares ☐ Private limited by guarantee ☐ Public company	
Option 3	☐ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application.	

② For details of which company type can adopt which model articles, please go to our website: www.gov.uk/companieshouse

 A Community Interest Company (CIC) cannot adopt model articles. If you are incorporating a CIC you must tick option 3 and attach a copy of the bespoke articles.

A9	Restricted company articles ③	
	Please tick the box below if the company's articles are restricted.	
	☐	

③ Restricted company articles
 Restricted company articles are those containing provision for entrenchment. For more details, please go to our website: www.gov.uk/companieshouse

IN01

Application to register a company

Part 2

Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary

B1

Secretary appointments ①

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C4.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C4 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

B2

Secretary's service address ③

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

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Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①	① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page. Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Please use this section to list all the corporate secretary appointments taken on formation.		
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
C2	Location of the registry of the corporate body or firm	
Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3	EEA companies ②	② EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.		
Where the company/firm is registered ③		
Registration number		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
C4 Non-EEA companies		
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
Registration number		

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Application to register a company

Director

D1	Director appointments ^①		① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual. ② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years. ③ Country/State of residence This is in respect of your usual residential address as stated in section D4. ④ Month and year of birth Please provide month and year only. ⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank. Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.
Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E4.			
Title*	Mr		
Full forename(s)	Magnus		
Surname	Lindquist		
Former name(s) ^②			
Country/State of residence ^③	Sweden		
Nationality	Swedish		
Month/year of birth ^④	X X 0 9 1 9 6 3		
Business occupation (if any) ^⑤	Investment Professional		

D2	Director's service address ^⑥		⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address. Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office. If you provide your residential address here it will appear on the public record.
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.			
Building name/number	2		
Street	St. James's Market		
Post town	London		
County/Region			
Postcode	S W 1 Y 4 A H		
Country	UK		

IN01

Application to register a company

Director

D1	Director appointments ^①	
	Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E4.	
Title*	Mr	
Full forename(s)	Jakob	
Surname	Lindquist	
Former name(s) ^②		
Country/State of residence ^③	UK	
Nationality	Swedish	
Month/year of birth ^④	X X 0 8 1 9 6 5	
Business occupation (if any) ^⑤	Investment Professional	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

③ Country/State of residence
This is in respect of your usual residential address as stated in section D4.

④ Month and year of birth
Please provide month and year only.

⑤ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2	Director's service address ^⑥	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4 .	
Building name/number	2	
Street	St. James's Market	
Post town	London	
County/Region		
Postcode	S W 1 4 A H	
Country	UK	

⑥ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Director

D1	Director appointments ①	
	Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E4.	
Title*	Mr	
Full forename(s)	Chris	
Surname	Birt	
Former name(s) ②		
Country/State of residence ③	UK	
Nationality	UK	
Month/year of birth ④	X X m 1 y 1 9 7 7	
Business occupation (if any) ⑤	Investment Professional	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

③ Country/State of residence
This is in respect of your usual residential address as stated in section D4.

④ Month and year of birth
Please provide month and year only.

⑤ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2	Director's service address ⑥	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4 .	
Building name/number	2	
Street	St James's Market	
Post town	London	
County/Region		
Postcode	S W 1 Y 4 A H	
Country	UK	

⑥ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Corporate director

E1	Corporate director appointments ①	① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page. Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Please use this section to list all the corporate directors taken on formation.		
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
E2	Location of the registry of the corporate body or firm	
Is the corporate director registered within the European Economic Area (EEA)?		
→ Yes Complete Section E3 only → No Complete Section E4 only		
E3	EEA companies ②	② EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.		
Where the company/firm is registered ③		
Registration number		
E4	Non-EEA companies	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		

IN01

Application to register a company

Part 3

Statement of capital

Does your company have share capital?

→ Yes Complete the sections below.

→ No Go to **Part 4 (Statement of guarantee)**.

F1

Statement of capital

Complete the table(s) below to show the share capital.

Complete a separate table for each currency (if appropriate). For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

Continuation pages

Please use a continuation page if necessary.

Currency	Class of shares	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount to be unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
Complete a separate table for each currency	E.g. Ordinary/Preference etc.			

Currency table A

£	Ordinary	10,000	£1.00	
Totals		10,000	£1.00	£0

Currency table B

Totals				

Currency table C

Totals				

	Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
Totals (including continuation pages)	10,000	£1.00	£0

❶ Please list total aggregate values in different currencies separately.
For example: £100 + €100 + \$10 etc.

F2

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Section F1**.

Class of share

Ordinary

Prescribed particulars
1

The Ordinary Shares entitle the shareholders to vote at a general meeting of the company. Each ordinary shareholder attending in person or by proxy is entitled to vote on a show of hands. On a poll, each ordinary shareholder attending in person or by proxy is entitled to one vote in respect of each Ordinary Share held.

The Ordinary Shares entitle the shareholders to receive dividends and to participate in a distribution.

The Ordinary Shares entitle the shareholders, as respects capital, to participate in a distribution (including a winding up).

No Ordinary Share is to be redeemed or is liable to be redeemed at the option of the Company or the shareholder.

1 Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be *redeemed or are liable to be redeemed* at the option of the company or the shareholder.

A separate table must be used for each class of share.

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

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Application to register a company

Class of share		
Prescribed particulars ❶		❶ Prescribed particulars of rights attached to shares The particulars are: a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. A separate table must be used for each class of share. Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

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Application to register a company

F3

Initial shareholdings

This section should only be completed by companies incorporating with share capital.

Please complete the details below for each subscriber.

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

Initial shareholdings

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary.

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) to be unpaid on each share (including the nominal value and any share premium)	Amount to be paid on each share (including the nominal value and any share premium)
Name Cordet Lending S.à r.l.	Ordinary	9,001	£	£0.0001	£0	£0.0001
Address 4th Floor, Reading Bridge House George Street, Reading, Berkshire, RG1 8LS						
Name Ture Invest AB	Ordinary	999	£	£0.0001	£0	£0.0001
Address Grev Turegatan 13B, 114 46 Stockholm						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4

Statement of guarantee

Is your company limited by guarantee?

→ **Yes** Complete the sections below.

→ **No** Go to **Part 5** People with significant control (PSC).

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payment of costs, charges and expenses of winding up; and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

1 Name

Please use capital letters.

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted.

4 Class of members

Only complete this if there will be more than one class of members and if the subscribers are electing to keep members' information on the public register.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Class of member
(if applicable) 4

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Class of member
(if applicable) 4

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Application to register a company

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	
Class of member (if applicable) ❹	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	
Class of member (if applicable) ❹	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	
Class of member (if applicable) ❹	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	
Class of member (if applicable) ❹	

❶ Name

Please use capital letters.

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted.

❹ Class of members

Only complete this if there will be more than one class of members and if the subscribers are electing to keep members' information on the public register.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

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Application to register a company

Part 5

People with significant control (PSC)

Use this Part to tell us about people with significant control or registrable relevant legal entities in respect of the company. Do not use this Part to tell us about any individual people with significant control whose particulars must not be disclosed on the public record. You must use a separate form, which you can get by contacting us enquiries@companieshouse.gov.uk

If on incorporation there will be someone who will count as a person with significant control (either a registrable person or registrable relevant legal entity (RLE)) in relation to the company, tick the box in H1 and complete any relevant sections. If there will be no registrable person or RLE tick the box in H2 and go to **Part 6 Election to keep information on the public register**.

H1

Statement of initial significant control ¹

- ☐ On incorporation, there will be someone who will count as a person with significant control (either a registrable person or registrable RLE) in relation to the company.

¹ Statement of initial significant control

If there will be a registrable person (which includes 'other registrable persons') or RLE, please complete the appropriate details in sections H, I & J

Please use the PSC continuation pages if necessary

H2

Statement of no PSC

(Please tick the statement below if appropriate)

- ☒ The company knows or has reason to believe that there will be no person with significant control (either a registrable person or RLE) in relation to the company

IN01

Application to register a company

Individual PSC

H3	Individual's details		❶ Country/State of residence
	Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company		This is in respect of the usual residential address as stated in section H6.
Title*			❷ Month and year of birth
Full forename(s)			Please provide month and year only.
Surname			
Country/State of residence ^❶			
Nationality			
Month/year of birth ^❷	X X m m y y y y		
H4	Individual's service address^❶		❶ Service address
	Please complete the individual's service address below. You must also complete the individual's usual residential address in Section H6 .		This is the address that will appear on the public record. This does not have to be the individual's usual residential address.
Building name/number			If you provide the individual's residential address here it will appear on the public record.
Street			
Post town			
County/Region			
Postcode			
Country			

IN01

Application to register a company

H7

Nature of control for an individual^①

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of right to appoint/remove directors

- ☐ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

① Tick each that apply.

H8

Nature of control by a firm over which the individual has significant control^①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply.

H9

Nature of control by a trust over which the individual has significant control ●

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

● Tick each that apply.

IN01

Application to register a company

Individual PSC

H3	Individual's details		
	Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company		
Title*			① Country/State of residence This is in respect of the usual residential address as stated in section H6. ② Month and year of birth Please provide month and year only.
Full forename(s)			
Surname			
Country/State of residence ^①			
Nationality			
Month/year of birth ^②	X X m m y y y y		
H4	Individual's service address ^①		
	Please complete the individual's service address below. You must also complete the individual's usual residential address in Section H6 .		
Building name/number			① Service address This is the address that will appear on the public record. This does not have to be the individual's usual residential address. If you provide the individual's residential address here it will appear on the public record.
Street			
Post town			
County/Region			
Postcode			
Country			

H7

Nature of control for an individual^①

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of right to appoint/remove directors

- ☐ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

① Tick each that apply.

H8

Nature of control by a firm over which the individual has significant control^①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply.

H9

Nature of control by a trust over which the individual has significant control ❶

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

❶ Tick each that apply.

IN01

Application to register a company

Relevant legal entity (RLE)

I1 RLE details ^❶	
Corporate or firm name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

❶ Registered or principal office address
This is the address that will appear on the public record.

I2 Legal form and governing law	
Please give details of the legal form of the RLE and the law by which it is governed. If applicable, please also give details of the register of companies in which it is entered (including the country/state) and its registration number in that register.	
Legal form	
Governing law	
If applicable, register in which RLE is entered ^❶	
Country/State ^❶	
Registration number ^❶	

❶ Registration number
Where you have provided details of the register (including country/state) where the RLE is registered, you must also provide its number in that register.

IN01

Application to register a company

13

Nature of control for the RLE ^①

Please indicate how the RLE has significant control over the company

① Tick each that apply.

Ownership of shares

The RLE holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of voting rights

The RLE holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of right to appoint/remove directors

- ☐ The RLE holds the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

Significant influence or control (only tick if none of the above apply)

- ☐ The RLE has the right to exercise, or actually exercises, significant influence or control over the company

14

Nature of control by a firm over which the RLE has significant control ^①

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

① Tick each that apply.

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

15

Nature of control by a trust over which the RLE has significant control ^①

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply.

IN01

Application to register a company

Other registrable person (ORP)

J1	ORP details	
	An 'other registrable person' is: • a corporation sole • a government or government department of a country or territory or a part of a country or territory • an international organisation whose members include two or more countries or territories (or their governments) • a local authority or local government body in the UK or elsewhere	
Name of ORP		
J2	Principal office address ❶	
Building name/number		❶ Principal office address This is the address that will appear on the public record.
Street		
Post town		
County/Region		
Postcode		
Country		
J3	Legal form and governing law	
Legal form		
Governing law		

IN01

Application to register a company

J4

Nature of control ¹

Please show how the ORP has significant control over the company

¹ Tick each that apply.

Ownership of shares

The ORP holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of voting rights

The ORP holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

Ownership of right to appoint/remove directors

- ☐ The ORP holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- ☐ The ORP has the right to exercise, or actually exercises, significant influence or control over the company.

J5

Nature of control by a firm over which the ORP has significant control ¹

The ORP has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

¹ Tick each that apply.

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

J6

Nature of control by a trust over which the ORP has significant control ●

The ORP has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

● Tick each that apply.

IN01

Application to register a company

Part 6

Election to keep information on the public register (if applicable)

The subscribers of a private company can agree to elect to keep certain information on the public register at Companies House, rather than keeping their own registers. Tick the appropriate box to show which information the subscribers are electing to keep on the public register. If the subscribers have not agreed to keep any of this information on the public register, go to Part 7 Consent to Act

K1

Election to keep secretaries' register information on the public register ^①

☐ All subscribers elect to keep secretaries' register information on the public register

^① only applies if the proposed company will have a secretary.

K2

Election to keep directors' register information on the public register

IMPORTANT:

If the subscribers elect to keep this information on the public register, everyone who is an individual director while the election is in force will have their full date of birth available on the public record ^②

☐ All subscribers elect to keep directors' register information on the public register

^② If the subscribers don't make this election, only the month and year of birth will be available on the public record.

K3

Election to keep directors' usual residential address (URA) register information on the public register

If the subscribers elect to keep this information on the public register, the URA will not be publicly available

☐ All subscribers elect to keep directors' URA register information on the public register.

K4

Election to keep members' register information on the public register

IMPORTANT:

If the subscribers elect to keep this information on the public register, everyone who is a member while the election is in place will have their name and address available on the public record

☐ All subscribers elect to keep members' register information on the public register
☐ The company will be a single member company (Tick if applicable).

K5

Election to keep PSC register information on the public register

IMPORTANT:

If the subscribers elect to keep this information on the public register, everyone who is an individual PSC while the election is in force will have their full date of birth available on the public record ^③

☐ All subscribers elect to keep PSC register information on the public register
☐ No objection was received by the subscribers from any eligible person ^④ within the notice period before making the election.

^③ If the subscribers don't make this election, only the month and year of birth will be available on the public record.

④ Eligible person

An eligible person is a person whose details would have to be entered in the company's PSC register

IN01

Application to register a company

Part 7 Consent to act

L1 Consent statement

Please tick the box to confirm consent.

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity.

Part 8 Statement about individual PSC particulars

M1 Particulars of an individual PSC ^①

Please tick the box to confirm.

- ☐ The subscribers confirm that each person named in this application as an individual PSC knows that their particulars are being supplied as part of this application.

^① Only tick this if you have completed details of one or more individual PSCs in sections H3-H9

Part 9 Statement of compliance

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

- No Go to Section N1 (Statement of compliance delivered by the subscribers).
→ Yes Go to Section N2 (Statement of compliance delivered by an agent).

N1 Statement of compliance delivered by the subscribers ^②

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association.

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.

^② Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance.

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

Continuation pages
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.

IN01

Application to register a company

N2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association.

Agent's name

Building name/number

Street

Post town

County/Region

Postcode

Country

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.

Agent's signature

Signature

X

X

IN01

Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Katharine Wheatcroft**

Company name **Dechert LLP**

Address **160 Queen Victoria Street**

Post town **London**

County/Region

Postcode **E C 4 V 4 Q Q**

Country **UK**

DX

Telephone **0207 184 7595**

**Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A7).
☐ At the agents address (Given in Section N2).

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses. Day of birth will only be shown on the public record if the subscribers have elected to keep PSC and/or directors' information on the public register.

**How to pay**

A fee is payable on this form.

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to: www.gov.uk/companieshouse

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 243 or 790ZF exemption

If you are applying for, or have been granted a section 243 or 790ZF exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

TRUST PAYMENTS HOLDINGS LTD

MEMORANDUM OF ASSOCIATION

**Incorporated:
Company Number:**

Dechert
LLP

160 Queen Victoria Street
London EC4V 4QQ, UK
Tel: +44 (0) 20 7184 7000

Company No.

The Companies Act 2006

COMPANY LIMITED BY SHARES

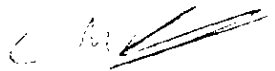
**MEMORANDUM OF ASSOCIATION
OF
TRUST PAYMENTS HOLDINGS LTD**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each Subscriber

Authentication by each Subscriber

Cordet Lending S.à r.l.



For and on behalf of

Ture Invest AB

For and on behalf of

DATED this 2 day of May..... 2019

CONTINUATION PAGE

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each Subscriber

Authentication by each Subscriber

Cordet Lending S.à r.l.

For and on behalf of

Ture Invest AB

For and on behalf of

DATED this 2 day of May..... 2019

The Companies Act 2006
PRIVATE COMPANY LIMITED BY SHARES

TRUST PAYMENTS HOLDINGS LTD

ARTICLES OF ASSOCIATION

Company Number:
Adopted on: _____ 2019

Dechert
LLP
160 Queen Victoria Street
London EC4V 4QQ, UK
Tel: +44 (0) 20 7184 7000

Company No: 04591066

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TRUST PAYMENTS HOLDINGS LTD

1. PRELIMINARY

1.1 The provisions contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (the “**Model Articles**”) apply to the company, except as provided in and so far as the same are not inconsistent with the provisions of these articles, and shall together with these articles constitute the articles of association of the company.

1.2 Articles 8, 11(2), 11(3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 21, 24(2)(c), 27, 28, 29, 44(3), 44(4), 49 and 53(2)(a) of the Model Articles shall not apply to the company.

1.3 In these articles, unless the context otherwise requires, the following expressions shall have the following meanings:

articles	the articles of association of the company, whether as originally adopted or as from time to time altered by special or written resolution;
associated	in the context of two companies, one is a subsidiary of the other or both are subsidiaries of the same body corporate;
clear days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Companies Act	the Companies Act 2006;
company secretary	the secretary of the company (if any) or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;
eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any

director whose vote is not to be counted in respect of the particular matter);

Facilities Agreement

means the facilities agreement originally dated 17 November 2017 (as amended on 1 February 2018 and as further amended, novated, supplemented and/or restated from time to time) and made between, amongst others, (1) UC Group Ltd as Parent (to be replaced by the Company in such capacity on or around the date of adoption of these Articles), (2) Cordet Capital Partners LLP and Ture Invest AB as Arrangers, (3) Global Loan Agency Services Limited as Agent and (4) GLAS Trust Corporation Limited as Security Agent;

Finance Documents

has the meaning given to that term in the Facilities Agreement;

Secured Party

means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person;

Senior Discharge Date

means the date on which all amounts outstanding under the Finance Documents have been irrevocably and unconditionally repaid or prepaid in full and the Finance Parties (as defined therein) have no further commitments thereunder;

shares

the ordinary shares in the capital of the company and includes any interest in any such shares;

statutes

the Companies Act and every other statute (including any orders, regulations or other subordinate legislation made thereunder) for the time being in force concerning companies and affecting the company; and

United Kingdom

the United Kingdom of Great Britain and Northern Ireland.

- 1.4 Words importing the masculine gender include the feminine gender.
- 1.5 Words importing persons include bodies corporate and unincorporated associations.
- 1.6 Words importing the singular shall, where the context so permits, include a reference to the plural and vice versa.
- 1.7 Subject as aforesaid, any words or expressions defined in the Companies Act shall (if not inconsistent with the subject or context) bear the same meaning in these articles.
- 1.8 Subject to article 1.7, reference to any act, statute or statutory provision shall include any statutory modification, amendment or re-enactment thereof and every other act, order,

regulation or other subordinate legislation made pursuant thereto from time to time in force.

- 1.9 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.
- 1.10 References to any notice, resolution or other document being “**written**” or “**in writing**” shall mean written or reproduced by any substitute for writing or partly one and partly another, whether in electronic form, published on a website or otherwise.
- 1.11 References to an “**address**” shall include any number or address used for the purposes of sending or receiving documents or information in electronic form in accordance with the provisions of the Companies Act and as expressly permitted by, or pursuant to, these articles, such number or address for the time being having been notified to the sender by or on behalf of the recipient as being acceptable to the recipient for the particular manner of electronic form for the subject or class of the subject matter concerned.
- 1.12 For the purposes of these articles (and without prejudice to the other provisions of these articles), the cases in which notice in writing is to be taken as given to a member include any case in which the notice is sent, published on a website, or treated as given in electronic form in accordance with the Companies Act.
- 1.13 Nothing in any of these articles shall prevent or restrict the company using any method of sending, or giving access to, any particular offer, notice or other document which the statutes or any other provision of these articles permits or enables the company to use.

2. REGISTERED OFFICE

The company’s registered office is to be situated in England and Wales.

3. SHARE CAPITAL

- 3.1 The share capital of the company is comprised of ordinary shares of £1 each.
- 3.2 In accordance with section 567 of the Companies Act, all of the requirements of sections 561 and 562 of the Companies Act shall be excluded from applying to the company in relation to the allotment by the company of any equity securities.
- 3.3 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these articles or by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

4. LIEN

- 4.1 The company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article 4. The company’s lien on a share shall extend to any amount payable in respect of it.
- 4.2 The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

- 4.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 4.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.
- 4.5 Notwithstanding anything contained in these articles, the Company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these articles shall not apply in respect of any such share, dividend or moneys payable.

5. **CALLS ON SHARES AND FORFEITURE**

- 5.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a “**call notice**”) to a member requiring the member to pay the company a specified sum of money (a “**call**”) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- 5.2 A call notice:
- 5.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member’s shares (whether as to the share’s nominal value or any amount payable to the company by way of premium);
 - 5.2.2 must state when and how any call to which it relates it is to be paid; and
 - 5.2.3 may permit or require the call to be paid by instalments.
- 5.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- 5.4 Before the company has received any call due under a call notice the directors may (a) revoke it wholly or in part, or (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made.
- 5.5 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 5.6 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 5.7 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them (a) to pay calls which are not the same, or (b) to pay calls at different times.
- 5.8 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium) on allotment, the occurrence of a particular event, or a date fixed by or in accordance with the terms of issue. But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is

treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

- 5.9 If a person is liable to pay a call and fails to do so by the call payment date, the directors may issue a notice of intended forfeiture to that person and, until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 5.10 For the purposes of this article 5:
- 5.10.1 the “**call payment date**” is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the “call payment date” is that later date;
- 5.10.2 the “**relevant rate**” is (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted; or (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors.
- 5.11 The directors may waive any obligation to pay interest on a call wholly or in part.
- 5.12 A notice of intended forfeiture:
- 5.12.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- 5.12.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder’s death, bankruptcy or otherwise;
- 5.12.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- 5.12.4 must state how the payment is to be made; and
- 5.12.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 5.13 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 5.14 Subject to the articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the company in respect of it, and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.
- 5.15 Any share which is forfeited in accordance with the articles is deemed to have been forfeited when the directors decide that it is forfeited and to be the property of the company and may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 5.16 If a person’s shares have been forfeited:
- 5.16.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;

- 5.16.2 that person ceases to be a member in respect of those shares;
- 5.16.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
- 5.16.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- 5.16.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 5.17 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.
- 5.18 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 5.19 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and, subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 5.20 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 5.21 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which (a) was, or would have become, payable, and (b) had not, when that share was forfeited, been paid by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.
- 5.22 A member may surrender any share in respect of which the directors may issue a notice of intended forfeiture or may forfeit or which has been forfeited. The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

6. TRANSFER AND TRANSMISSION

- 6.1 Any shares which are not fully paid may be transferred by means of an instrument of transfer, or in any other form approved by the directors, executed by or on behalf of the transferor and by or on behalf of the transferee and Model Article 26(1) shall be read and construed accordingly.
- 6.2 If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only person(s) recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

- 6.3 In the case of a person becoming entitled to a share in consequence of the death or bankruptcy of a member:
- 6.3.1 he may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as a transferee;
 - 6.3.2 if he elects to become the holder he shall give notice to the company to that effect;
 - 6.3.3 if he elects to have another person registered he shall execute an instrument of transfer of the share to that person; and
 - 6.3.4 the provisions of Model Article 26 (as amended by these articles) relating to the transfer of shares shall apply to any notice or instrument of transfer referred to in this article 6.3 as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
- 6.4 The directors may at any time give notice requiring a person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect either to become the holder of the share or to have some person nominated by him registered as the transferee and if the notice is not complied with within 90 days the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.
- 6.5 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend and vote at any meeting of the company or of any separate meeting of the holders of any class of shares in the company.
- 6.6 Notwithstanding anything contained in these articles:
- 6.6.1 the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
 - 6.6.2 a holder of shares in the Company is not required to comply with any provision of the articles or any other relevant agreement affecting the Company or its members which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place, where in any such case the transfer is or is to be:
 - (a) executed by a bank or institution or other entity or person to which such shares have been mortgaged, charged or pledged by way of security (or by any nominee of such bank or institution or other person) pursuant to a power of sale under such security;
 - (b) executed by a receiver or manager appointed by or on behalf of any such bank or institution or other entity or person under any such security; or
 - (c) to any bank or institution or other entity or person (or to its nominee) pursuant to any such security; or

- (d) made to, or executed by, any person deriving title, directly or indirectly, from any person referred to in articles 1.1.2.1 to 1.1.2.3 (inclusive) above.

A certificate by any officer of such bank or institution, entity, person, nominee or subsequent purchaser or subsequent transferee (as applicable) that the shares were so mortgaged, charged or pledged by way of security and the transfer was so executed shall be conclusive evidence of such facts.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 The directors may direct that members, proxies or duly appointed corporate representatives wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the directors shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to, or eject from, such general meeting any member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.
- 7.2 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 7.3 A poll shall be taken as the chairman of the meeting may direct and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll.
- 7.4 The result of the poll (unless it was held at an adjourned meeting) shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.5 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith.
- 7.6 A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs, not being more than 30 days after the poll is demanded.
- 7.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than a question on which the poll is demanded.
- 7.8 If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the chairman of the meeting, the meeting shall continue as if the demand had not been made.
- 7.9 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded, but in any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.10 If the company only has one member and such member takes any decision which may be taken by the company in general meeting and which has effect as if agreed by the company in general meeting, then such member shall (unless that decision is taken by way of a written resolution) provide the company with a written record of that decision.

8. VOTES

- 8.1 No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, unless all

calls or other sums presently payable by him in respect of shares of the company have been paid.

8.2 A proxy notice or any notice revoking a proxy appointment:

- 8.2.1 in the case of an individual, shall be signed by the appointor or by his attorney; or
- 8.2.2 in the case of a body corporate, shall be either executed by it or signed on its behalf by an attorney or a duly authorised officer of the body corporate; or
- 8.2.3 in either case (whether article 8.2.1 or 8.2.2 applies), where the proxy notice or any notice revoking a proxy appointment is to be effected in electronic form, shall be signed in the manner and otherwise completed and delivered upon such terms and arrangements stipulated by the directors,

and the directors may require evidence of the authority of any such officer or attorney.

8.3 The appointment or revocation of appointment of a proxy shall not be valid unless:

- 8.3.1 in the case of an appointment in writing but not in electronic form, the appointment is deposited at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in any appointment of proxy or other accompanying document sent by the company in relation to the meeting (or, if no place is so specified, at the registered office of the company); or
- 8.3.2 in the case of an appointment in electronic form, where an address for and manner of communication with the company has been stipulated for that purpose in or by way of note to the notice convening the meeting or in any other document accompanying such notice or in any invitation in electronic form to appoint a proxy sent by the company in relation to the meeting, be received at such address or by such means; and
- 8.3.3 in either case (whether article 8.3.1 or 8.3.2 applies), the appointment is received by the company (a) not later than 48 hours before the time appointed for holding the meeting or adjourned meeting; or (b) in the case of a poll taken more than 48 hours after it was demanded, not later than 24 hours before the time appointed for the taking of the poll; or (c) in the case of a poll taken not more than 48 hours after it was demanded, at the time at which it was demanded provided that (i) an appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered or received for the purposes of any meeting shall not require again to be delivered or received in relation to any subsequent meetings to which it relates; and (ii) the directors, when calculating the return period for proxy forms deposited in accordance with these articles, shall not be entitled to take account of any part of a day that is not a working day in accordance with section 327(3) of the Companies Act; and
- 8.3.4 failing previous registration with the company, the power of attorney or other authority, if any, under which the appointment of a proxy is executed, or a notarially certified copy or a copy certified in accordance with the Power of Attorneys Act 1971 of that power of attorney, or a copy certified in some other manner approved by the directors, shall also be deposited or received at the registered office of the company or such other place as specified in accordance with the aforementioned provisions of this article not later than the time by

which the appointment of a proxy is required to be deposited or received in accordance with this article and subsection (4) of Model Article 46 shall be read and construed accordingly.

9. DIRECTORS

- 9.1 The minimum number of directors shall be one. In the event of there being only one director for the time being, such sole director shall have authority to exercise all the powers and discretions vested in the directors generally for so long as he remains the sole director.
- 9.2 Model Article 7 shall be amended by the insertion of the words “for the time being” at the end of Model Article 7(2)(a) and the insertion in Model Article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 9.3 A director or alternate director shall not require any share qualification and any director or alternate director who is not a member of the company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the company and at any separate meeting of the holders of any class of shares of the company.
- 9.4 Model Article 20 shall be amended by the insertion of the words “(including alternate directors and any company secretary)” before the words “properly incur”.

10. APPOINTMENT OF DIRECTORS

- 10.1 At any time or from time to time the holder or holders of a simple majority in nominal value of such part of the issued share capital of the company as confers the right for the time being to attend and vote at general meetings of the company may, by memorandum in writing executed by or on behalf of him or them and left at or sent to the registered office of the company or in electronic form, appoint any person to be a director or remove from office any director who shall vacate office accordingly. Any such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.
- 10.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

11. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- The office of a director shall be vacated in any of the events set out in Model Article 18 and if:
- 11.1 he shall be removed from office by notice in writing served upon him signed by all the other directors but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the company; or
- 11.2 he shall be removed from office under the provisions of article 10.1,
- and Model Article 18 shall be modified accordingly.

12. PROVISION FOR EMPLOYEES

Without prejudice to the provisions of Model Article 19, the directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including directors and other officers) who are or were at any time in the employment or service of the company, or of any undertaking which is or was a subsidiary undertaking of the company or allied to or associated with the company or any such subsidiary undertaking, or of any of the predecessors in business of the company or of any such other undertaking and the spouses, widows, widowers, families and dependants of any such persons and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons.

13. PROCEEDINGS OF DIRECTORS

- 13.1 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
- 13.2 Subject to articles 9.1 and 13.3, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 13.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 13.4 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 13.5 Article 13.4 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).
- 13.6 A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 13.7 An alternate director who is not himself a director may, if his appointor is not present, be counted towards the quorum.
- 13.8 Any director for the time being absent from the United Kingdom shall be entitled to be given reasonable notice of meetings of the directors to such address outside the United Kingdom as the director may from time to time notify to the company. If a director who is absent from the United Kingdom does not notify the company of his overseas address, notice to an address in the United Kingdom as the director may from time to time notify to the company (if any) will be deemed sufficient notice for the purpose of this article.

14. UNANIMOUS DECISIONS

- 14.1 A decision of the directors is taken in accordance with this article 14 when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 14.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

14.3 A written resolution of the directors executed by an alternate director need not also be signed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not be executed by the alternate director in that capacity.

14.4 A decision may not be taken in accordance with this article 14 if the eligible directors would not have formed a quorum at such a meeting.

15. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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

15.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

15.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

15.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

15.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

15.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

15.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act.

16. DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

16.1 The directors may, in accordance with the requirements set out in this article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act to avoid a conflict of interest (a "Conflict").

16.2 Any authorisation under this article 16 will be effective only if:

16.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

16.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

- 16.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 16.3 Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):
- 16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- 16.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- 16.3.3 be terminated or varied by the directors at any time; and
- 16.3.4 will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:
- 16.4.1 disclose such information to the directors or to any director or other officer or employee of the company; or
- 16.4.2 use or apply any such information in performing his duties as a director;
- where to do so would amount to a breach of that confidence.
- 16.5 Where the directors authorise a Conflict, they may provide, without limitation (whether at the time of giving the authorisation or subsequently), that the director:
- 16.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- 16.5.2 is not given any documents or other information relating to the Conflict; and/or
- 16.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 16.6 Where the directors authorise a Conflict:
- 16.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
- 16.6.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions

attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17. ALTERNATE DIRECTORS

17.1 Any director may at any time by writing under his hand and deposited at the registered office of the company, or delivered at a meeting of the directors, appoint any person (including another director) to be his alternate director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the directors, shall have effect only upon and subject to being so approved.

17.2 The appointment of an alternate director shall determine on the happening of any event which, if he were a director, would cause him to vacate such office or if his appointor ceases to be a director.

17.3 An alternate director shall be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply as if he (instead of his appointor) were a director.

17.4 If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative.

17.5 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, the execution by an alternate director of any resolution in writing of the directors shall be as effective as the execution by his appointor.

17.6 To such extent as the directors may from time to time determine in relation to any committees of the directors, the foregoing provisions of this article 17 shall also apply mutatis mutandis to any meeting of such committee of which the appointor of an alternate director is a member.

17.7 An alternate director shall not (save as provided in this article 17) have power to act as a director nor shall he be deemed to be a director for the purposes of these articles, but he shall be an officer of the company responsible for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.

17.8 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director, but he shall not be entitled to receive from the company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct.

18. EXECUTION OF DOCUMENTS

18.1 Where the statutes so permit, any document signed by one director and any company secretary, by two directors or by one director in the presence of a witness and expressed to be executed by the company as a deed shall have the same effect as if executed under the common seal provided that no document which makes clear on its face that it is intended by the person or persons making it to have effect as a deed shall be so signed without the authority of the directors or of a committee authorised by the directors in that behalf. The

obligation under Model Article 24(5) relating to the sealing of share certificates shall be read and construed in accordance with this article.

18.2 If the company has a common seal, it shall be used only with the authority of the directors or of a committee of the directors and, unless otherwise decided by the directors, shall only be affixed to a document if accompanied by the signature of at least one authorised person in the presence of a witness who attests the signature.

18.3 For the purposes of article 18.2, an “**authorised person**” is any director of the company, any company secretary or any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

19. **DIVIDENDS**

19.1 Dividends shall be paid according to the amounts paid up or credited as paid on the shares on the date of any resolution or the decision to declare and pay it and Model Article 30(4) shall be read and construed accordingly.

19.2 The directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the company on any account whatsoever.

20. **NOTICES**

20.1 Subject to the provisions of the statutes, a notice or other document may be given by the company to any member in writing:

20.1.1 by hand; or

20.1.2 by sending it by pre-paid first class post or, when sending outside the United Kingdom, by any means of recorded post,

in each case, to his registered address; or

20.1.3 by sending it in electronic form to an address or number supplied by him to the company and specified by the member to be used for such purpose; or

20.1.4 by the company placing such notice or document on a website and sending the member concerned notification of the notice or document on the website in lieu of sending the notice or document,

save that a share certificate may only be given by the company to a member by a method set out in article 20.1.1 or article 20.1.2.

20.2 In the absence of an address (including an address or number for documents to be sent in electronic form), the member shall not be entitled to receive from the company notice of any meeting.

20.3 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

20.4 Notices shall be deemed to have been received:

20.4.1 if delivered by hand, on the day of delivery;

20.4.2 if sent by first class post, two business days after posting exclusive of the day of posting;

- 20.4.3 if sent by recorded post outside the United Kingdom, five business days after posting exclusive of the day of posting
 - 20.4.4 if sent by fax, at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 am on the next business day and if otherwise sent in electronic form, at the expiration of 48 hours after the time it was sent; and
 - 20.4.5 if the company has placed such notice on a website, at the time of the notification mentioned in article 20.1.4 is received (or is deemed to have been received).
- 20.5 The proceedings of a meeting shall not be invalidated where a notice or other document relating to such meeting is only published for part, but not all, of the requisite period required by the statutes or is published for any part of that time in a place on the website concerned which is different to that stated in the notification mentioned in article 20.1.4 or where there has been a failure to publish the notice or other document throughout the required period at all or in the stated area of the website and, in each case, such failure is wholly attributable to circumstances which it would not be reasonable to have expected the company to prevent or avoid.
- 20.6 Any notice or other document may only be served on, or delivered to, the company by anyone:
- 20.6.1 by sending it through the post in a pre-paid envelope addressed to the company or any officer of the company at the registered office of the company, or such other place in the United Kingdom as may from time to time be specified by the company;
 - 20.6.2 by delivery of it by hand to the registered office of the company or such other place in the United Kingdom as may from time to time be specified by the company; and
 - 20.6.3 if an address has been specified by the company for such purpose, in electronic form and in proving such service or delivery, proof that a notice or document in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served or delivered notwithstanding that the company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the company subsequently sends such document or information in hard copy form by post to the member.
- 20.7 Nothing in these articles shall affect any requirement of the statutes that any particular offer, notice or other document be served in any particular manner.
- 20.8 The directors may from time to time make such arrangements or regulations (if any) as they, in their absolute discretion, think fit in relation to the giving of notices or other documents in electronic form by or to the company, the publication of documents on a website and otherwise for the purpose of implementation and/or supplementing the provisions of these articles and the statutes in relation to documents in electronic form or the publication of documents on a website; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this article 20.

21. DIRECTORS' INDEMNITY AND INSURANCE

- 21.1 Subject to the provisions of, and so far as may be permitted by, the statutes, but without prejudice to any other indemnity to which he may otherwise be entitled, every person who is or was at any time a director, alternate director, company secretary or other officer of the company or an associated company shall be entitled to be indemnified by and out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or in connection with the activities of the company or an associated company in its capacity of a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act) and/or otherwise in relation to or in connection with his duties, powers or office including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted, or alleged to have been done or omitted, by him as an officer or employee of the company or an associated company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted, or in connection with any application under any statute for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company or an associated company in which relief is granted to him by any court of competent jurisdiction.
- 21.2 Model Article 53 shall be amended by the replacement of the words "relevant director" with the words "every person who is or was at any time a director, alternate director, company secretary or other officer of the company or an associated company".

22. RELATIONSHIP TO FINANCE DOCUMENTS

- 22.1 Notwithstanding any other provision of these Articles, no payment can be declared or made by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of shares or capital or by addition to or repayment of any dividend reserve if and to the extent that such payment is prohibited or restricted by the terms of the Finance Documents. No dividends or other distributions payable in respect of shares, whether pursuant to the provisions of these Articles or otherwise, constitutes a debt enforceable against the Company unless permitted to be paid in accordance with the Finance Documents (but without prejudice to the accrual of interest for late payment in accordance with the terms of these Articles).
- 22.2 Where any dividend or redemption payment is not made because of the provisions of this Article, such dividend will be paid or redemption payment made upon the necessary consent being obtained or the prohibition thereon ceasing to apply.
- 22.3 Articles 22.1 and 22.2 above shall cease to apply on the Senior Discharge Date.