

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12273497**

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

PGL HOLDCO LIMITED

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, Cardiff, on **21st October 2019**



* N12273497M *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Application to register a company



Received for filing on the: **19/10/2019**

A8GE9C42

Company Name in full:

PGL HOLDCO LIMITED

Company Type:

Private company limited by shares

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**WHITTINGTON HALL WHITTINGTO ROAD
WORCESTER
WORCESTERSHIRE
WR5 2ZX**

Sic Codes:

64209

Principal activity description:

Activities of other holding companies n.e.c.

I wish to adopt the following model articles in its entirety:

Private (Ltd by Shares)

Proposed Officers

Company Secretary 1

Type: Corporate

Name: THE WHITTINGTON PARTNERSHIP LLP

Principal / Business Address: WHITTINGTON HALL WHITTINGTON ROAD
WORCESTER
WORCESTERSHIRE
UNITED KINGDOM WR5 2ZX

Non European Economic Area (EEA) Company

Legal Form: LIMITED LIABILITY PARTNERSHIP

Law Governed: LIMITED LIABILITY PARTNERSHIP ACT 2000

Register Location: UNITED KINGDOM

Registration Number: OC300063

The subscribers confirm that the corporate body named has consented to act as a secretary.

Type:	Person		
Full Forename(s):	DAVID CHARLES		
Surname:	ANNETTS		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/08/1959	Nationality:	BRITISH
Occupation:	DIRECTOR		

Type:	Person		
Full Forename(s):	ANDREW MARTIN		
Surname:	BARKER		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/03/1965	Nationality:	BRITISH
Occupation:	DIRECTOR		

Company Director 3

Type: **Person**

Full Forename(s): **MARK ABDREW**

Surname: **REYNOLDS**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1967** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	10890
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	108.90
<i>Prescribed particulars</i>			

ORDINARY SHARES CARRY THE RIGHT TO DIVIDENDS AND THE RIGHT TO A RETURN OF CAPITAL ON A WINDING UP TO RECEIVE ALL REMAINING REALISATION PROFITS SUBJECT TO THE PRIOR PAYMENT OF £1000 PER PRIORITY ORDINARY SHARE TO THE HOLDERS OF THE PRIORITY ORDINARY SHARES. ORDINARY SHARES CARR A RIGHT TO ONE VOTE ON A SHOW OF HANDS AND ONE VOTE PER ORDINARY SHARE ON A POLL.

<i>Class of Shares:</i>	PRIORITY ORDINARY	<i>Number allotted</i>	7903
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	79.03
<i>Prescribed particulars</i>			

THE PRIORITY ORDINARY SHARES CARRY NO RIGHT TO DIVIDENDS IN ANY CIRCUMSTANCES AND NO RIGHT TO VOTE. THE PRIORITY ORDINARY SHARES HAVE A RIGHT TO A RETURN OF CAPITAL ON A WINDING UP AND TO A PRIORITY PAYMENT OUT OF REALISATION PROCEEDS OF £1000 PER PRIORITY SHARES.

<i>Class of Shares:</i>	B ORDINARY	<i>Number allotted</i>	990
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	9.90
<i>Prescribed particulars</i>			

THE B ORDINARY SHARES CARRY THE RIGHT TO A DIVIDEND IN CERTAIN CIRCUMSTANCES AND THE RIGHT TO A RETURN OF CAPITAL ON A WINDING UP BUT NOT TO PARTICIPATE IN ANT OTHER REALISATION PROCEEDS. THE B ORDINARY SHARES CARYY NO VOTING RIGHTS.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	19783
		<i>Total aggregate nominal value:</i>	197.83
		<i>Total aggregate unpaid:</i>	0.00

Initial Shareholdings

Name: **ANDREW BARKER**

Address **WHITTINGTON HALL
WHITTINGTON ROAD
WORCESTER
WR5 2ZX**

Class of Shares: **PRIORITY ORDINARY**

Number of shares: **7113**

Currency: **GBP**

Nominal value of each share: **0.01**

Amount unpaid: **0.00**

Amount paid: **0.01**

Name: **DAVID ANNETTS**

Address **WHITTINGTON HALL
WHITTINGTON ROAD
WORCESTER
WR5 2ZX**

Class of Shares: **PRIORITY ORDINARY**

Number of shares: **790**

Currency: **GBP**

Nominal value of each share: **0.01**

Amount unpaid: **0.00**

Amount paid: **0.01**

Name: **ANDREW BARKER**

Address **WHITTINGTON HALL
WHITTINGTON ROAD
WORCESTER
WR5 2ZX**

Class of Shares: **ORDINARY**

Number of shares: **8910**

Currency: **GBP**

Nominal value of each share: **0.01**

Amount unpaid: **0.00**

Amount paid: **0.01**

Name: **DAVID ANNETTS**

Address **WHITTINGTON HALL
WHITTINGTON ROAD
WORCESTER
WR5 2ZX**

Class of Shares: **ORDINARY**

Number of shares: **990**

Currency: **GBP**

Nominal value of each share: **0.01**

Amount unpaid: **0.00**

Amount paid: **0.01**

Name: **MARK REYNOLDS**

Address **WHITTINGTON HALL
WHITTINGTON ROAD
WORCESTER
WR5 2ZX**

Class of Shares: **ORDINARY**

Number of shares: **990**

Currency: **GBP**

Nominal value of each share: **0.01**

Amount unpaid: **0.00**

Amount paid: **0.01**

Name: **PEMNERSTONE
SECURITIES LIMITED**

Address **WHITTINGTON HALL
WHITTINGTON ROAD
WORCESTER
WR5 2ZX**

Class of Shares: **B ORDINARY**

Number of shares: **990**

Currency: **GBP**

Nominal value of each share: **0.01**

Amount unpaid: **0.00**

Amount paid: **0.01**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **ANDREW MARTIN BARKER**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1965** ***Nationality:*** **BRITISH**

Service address recorded as Company's registered office

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

<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the voting rights in the company.

Statement of Compliance

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

<i>Name:</i>	ANDREW BARKER
<i>Authenticated</i>	YES
<i>Name:</i>	DAVID ANNETTS
<i>Authenticated</i>	YES
<i>Name:</i>	ANDREW BARKER
<i>Authenticated</i>	YES
<i>Name:</i>	DAVID ANNETTS
<i>Authenticated</i>	YES
<i>Name:</i>	MARK REYNOLDS
<i>Authenticated</i>	YES
<i>Name:</i>	PEMNERSTONE SECURITIES LIMITED
<i>Authenticated</i>	YES

Authorisation

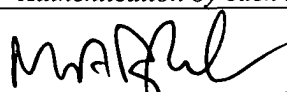

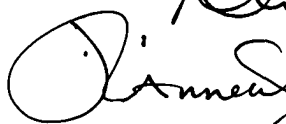

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of PGL Holdco Limited

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.

<i>Name of each subscriber</i>	<i>Authentication by each subscriber</i>
Pemberstone Securities Limited	 FOR AND ON BEHALF OF PEMBERSTONE SECURITIES LTD
Andrew Barker	
David Annetts	
Mark Reynolds	

Dated 16th October 2019

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
PGL HOLDCO LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following words and expressions will have the following meanings:

"Accounting Period" means such accounting reference period of the Company as is notified to the Registrar of Companies from time to time;

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended);

"B Ordinary Share" means a B ordinary share of £0.01 in the capital of the Company;

"Board" means the incumbent board of Directors, properly constituted in accordance with these Articles;

"Business Day" means a day (which for these purposes ends at 5.30pm) on which banks are open for commercial business in the City of London other than a Saturday or Sunday;

"Chairman" means the director appointed as the chairman of the Board and holding such office from time to time;

"Commencement Date" means the date on which these Articles are adopted;

"Companies Act" means the Companies Act 2006;

"Connected Person" has the meaning given in section 1122 of the Corporation Tax Act 2010;

"Controlling Interest" in relation to a person means the ownership by that person and his or its Connected Persons of Shares carrying the right to more than 50 per cent of the total number of votes which may be cast on a poll at a general meeting of the Company;

"Directors" means the Company's incumbent directors from time to time and **"Director"** means any one of them;

"Equity Shares" means the issued Ordinary Shares at any time, and all shares derived from them (and any of them) whether by conversion, consolidation or sub-division or by way of rights or bonus issue or otherwise in issue;

"Expert" means an independent firm of accountants appointed by the shareholders or, in the absence of agreement between the shareholders on the expert or his terms of appointment within 5 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator);

"Group" means the Company and its subsidiaries (as defined by section 1159 of the Companies Act) from time to time and references to a **"member of the Group"** or a **"Group Member"** will be construed accordingly;

"Member" means a registered holder of any Share as recorded in the Company's register of members;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Commencement Date;

"Ordinary Share" means an ordinary share of £0.01 in the capital of the Company;

"Priority Ordinary Share" means a priority ordinary share of £0.01 in the capital of the Company;

"Sale Proceeds" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Members selling Shares under a Share Sale;

"Sale Shares" means Shares or any interest in or arising from any Shares (an option or other like right to acquire any Shares (whether by subscription or otherwise) being deemed to be an interest in a Share for this purpose) which a Seller wishes or is required or deemed to transfer;

"Seller" means any Member who wishes to transfer any Sale Shares;

"Share" means a share in the capital of the Company of whatever class;

"Share Sale" the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the shareholders and the proportion of shares held by each of them following

completion of the sale are the same as the shareholders and their shareholdings in the Company immediately prior to the sale.

- 1.2 Words and phrases which are defined in any provision of these Articles other than Article 1.1 shall bear that defined meaning wherever they appear in these Articles unless a contrary intention appears.
- 1.3 Words and phrases which are defined or referred to in or for the purposes of the Companies Act (excluding any statutory modification of that meaning not in force when these Articles become binding on the Company) or the Model Articles have the same meanings in these Articles unless a contrary intention appears.
- 1.4 If there is any conflict or inconsistency between any provision of the Model Articles and any provision of these Articles the latter shall prevail.
- 1.5 In these Articles, unless a contrary intention appears:
 - 1.5.1 words which refer to the singular number include the plural number and vice versa, words which refer to one gender include all genders, and words which refer to persons include bodies corporate and unincorporated associations;
 - 1.5.2 reference to a statute or a statutory provision includes reference to:
 - 1.5.2.1 the statute or statutory provision as modified or re-enacted or both from time to time; and
 - 1.5.2.2 any subordinate legislation made under the statutory provision (as modified or re-enacted as set out above);
 - 1.5.3 reference to a Regulation is to a regulation of the Model Articles, and reference to an Article is to a provision of these Articles;
 - 1.5.4 reference to a **"transfer"** of Shares or any similar expression will be deemed to include (without limitation):
 - 1.5.4.1 any sale or other disposition of the legal or equitable interest in a Share (including any voting right attached to a Share) (**"Interest"**);
 - 1.5.4.2 the creation of any mortgage, charge, pledge or other encumbrance over any Interest;
 - 1.5.4.3 any direction by a Member entitled to an allotment or issue of Shares that a Share be allotted or issued to some person other than himself; and
 - 1.5.4.4 any grant of an option to acquire either or both of the legal and equitable ownership of any Share by any Member entitled to any such Share; and
 - 1.5.5 reference to **"written"** or **"in writing"** includes any method of representing or reproducing words in a legible form.

- 1.6 The headings in these Articles are included for convenience only and do not affect the meaning of these Articles.
- 1.7 Where, for any purpose, an ordinary resolution of the Company is required, a special resolution is also effective for that purpose.

2. ADOPTION OF THE MODEL ARTICLES ETC

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 The Company is a private company and no shares or debentures of the Company may be offered to the public.

3. SHARE CAPITAL

- 3.1 Subject to the other provisions of these Articles and the Companies Act and without prejudice to the rights attached to any existing Shares, any Share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 3.2 In accordance with and subject to the other provisions of these Articles and the Companies Act, the Company may:
- 3.2.1 subject to any rights conferred on the holders of any other Shares issue Shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
 - 3.2.2 subject to any rights conferred on the holders of any class of Shares purchase its own Shares (including any redeemable Shares);
 - 3.2.3 make a payment in respect of the redemption or purchase of any of its own Shares as authorised by these Articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares.

4. SHARE RIGHTS

- 4.1 Save as otherwise detailed in these Articles the rights of the Shares shall rank pari passu but shall constitute different classes of shares.
- 4.2 The rights and restrictions which attach to any other class of Shares to be issued (including the terms, conditions and manner of redemption of any redeemable shares) will be determined by special resolution. Regulation 22 shall be modified accordingly.
- 4.3 **As regards income**
- 4.3.1 Subject to Articles 4.3.4 and 4.3.5 below, any profits which the Company has available for lawful distribution and which the Company may determine to distribute (in any event not exceeding the amount

recommended by the Directors) in any Accounting Period shall be applied in paying to the Members a non-cumulative dividend.

- 4.3.2 Any amount of dividend payable under these Articles on and in respect of any class of Shares shall belong to and be paid to the holders of such Shares pro rata according to their holdings of such Shares.
- 4.3.3 The Company may by ordinary resolution, and upon the recommendation of the directors, declare a dividend which may be declared and paid in respect of one class of shares or more to the exclusion of the other classes or class of shares and/or which may be declared and paid at a different rate in respect of one or more class or classes of shares relative to another class or other classes of shares.
- 4.3.4 The B Ordinary Shares will carry the right to participate in any dividend but only in relation to those profits of the Company which have not been earmarked by the directors for reinvestment in the Company.
- 4.3.5 The Priority Ordinary Shares shall have no right to participate in any dividend.

4.4 As regards capital

- 4.4.1 On a return of assets whether in a winding-up or reduction of capital or otherwise (except in the case of the redemption of shares of any class or the purchase by the Company of its own shares) the assets and retained profits of the Company available for distribution among the Members ("**Realisation Proceeds**") shall be applied as follows:
 - 4.4.1.1 firstly, in paying to the Members the amounts credited as paid up on the Shares held by them together with a sum equal to any arrears of declared but unpaid dividend;
 - 4.4.1.2 secondly, in paying to the holders of Priority Ordinary Shares the sum of £1,000 per Priority Ordinary Share; and
 - 4.4.1.3 thirdly, all Realisation Proceeds remaining after the application of Articles 4.4.1.1 and 4.4.1.2 shall be distributed between the holders of Ordinary Shares pro-rata according to their holdings of such Shares.

4.5 As regards voting

- 4.5.1 On a show of hands every holder of Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, shall have one vote, and on a poll every holder of Ordinary Shares, who is present in person or by proxy or (being a corporation) is present by a duly authorised representative shall have one vote for every Ordinary Share of which he is a holder.
- 4.5.2 The B Ordinary Shares and Priority Ordinary Shares shall carry no rights entitling their holders to receive notice of, attend, speak at or vote in relation to such B Ordinary Shares and Priority Ordinary Shares.

General

- 4.6 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of Shares. Where a special resolution to vary the rights attaching to a class of Shares is proposed at a separate general meeting of that class of Shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting. For the avoidance of doubt there shall be no requirement to obtain the consent of the holders of any class of Shares pursuant to this Article where a dividend is declared and paid in respect of one class of Shares or more to the exclusion of (or at a different rate relative to) the other classes or class of Shares pursuant to Article 4.3.3.

5. EXIT PROVISIONS

- 5.1 The Members shall ensure that in the event of a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in Article 4.4.1.
- 5.2 The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale), provided that, if the Sale Proceeds are not settled in their entirety on completion of the Share Sale:
- 5.2.1 the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds have been distributed in the order of priority set out in Article 4.4.1 so far as is possible; and
- 5.2.2 the Members shall take any action required to ensure that the Sale Proceeds are distributed in the order of priority set out in Article 4.4.1.

6. ISSUE AND ALLOTMENT OF NEW SHARES

- 6.1 Subject to the provisions of the Companies Act the Directors are hereby authorised to exercise all powers of the Company to allot Shares or grant rights to subscribe for, or convert any security into Shares in accordance with section 550 of the Companies Act.
- 6.2 The authority referred to in Article 6.1:
- 6.2.1 shall be limited to a maximum nominal amount of £10,000 of Shares;
- 6.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- 6.2.3 may only be exercised for a period of five years from the date of adoption of these Articles save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

- 6.3 Subject to Articles 6.4 and 6.6 and unless otherwise determined by a special resolution of the Members, any Shares for the time being unissued and any new Shares from time to time created shall before they are issued be offered to the existing holders of Shares of the same class as those shares which are proposed to be issued in proportion (as nearly as may be) to the nominal amount of their existing holdings of Shares of the same class. The offer shall be made by notice specifying the number of Shares offered and the price per Share and limiting a time (not being less than 20 days or more than 30 days) within which the offer if not accepted will be deemed to be declined. After the expiration of such time, or on the receipt of an indication from the person(s) to whom the offer is made that he/they decline(s) to accept the Shares offered or any of them, the Directors shall offer the Shares declined in like manner (save that the minimum period for acceptance may be seven days) to the other holders of Shares who have agreed to invest in all the Shares offered to them in proportion (as nearly as may be) to the nominal amount of their existing holdings of Shares. If the Shares comprised in such further offer are declined or deemed to be declined the further offer shall be withdrawn.
- 6.4 If all or any of the Shares to which Article 6.3 applies are not taken up in accordance with the provisions of Article 6.3 the Directors may offer such Shares to a third party and, subject to these Articles and to the provisions of section 549 of the Companies Act, such Shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that:
- 6.4.1 no Shares shall be issued at a discount;
 - 6.4.2 no Shares to which Article 6.3 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such Shares made under Article 6.3 unless the procedure set out in Article 6.3 is repeated in respect of such Shares;
 - 6.4.3 no Shares shall be issued at a price less than that at which they were offered to the Members in accordance with Article 6.3; and
 - 6.4.4 (if the Directors are proposing to issue such Shares wholly or partly for non-cash consideration) the cash value of such consideration shall be as reasonably determined by the Company's accountants whose determination shall be final and binding on the Company and each of its Members.
- 6.5 The provisions of Articles 6.3 and 6.4 shall mutatis mutandis apply to all equity securities (as defined in section 560, subject to sections 564 and 577 of the Companies Act) of the Company from time to time created.
- 6.6 The provisions of sections 561 and 562 of the Companies Act shall not apply to the Company.

7. SHARE TRANSFERS

- 7.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

- 7.2 Other than a transfer pursuant to Article 7.3, no share shall be transferred unless the transfer is made in accordance with this Article 7.
- 7.3 Any Shares or any interest in any Shares may be transferred at any time with the written consent of the holders of not less than 85 per cent in nominal value of the issued Equity Shares for the time being.
- 7.4 Except where Article 7.3 applies, a Member wishing to transfer his shares (of whatever class) ("**Seller**") must first offer such shares (the "**Sale Shares**") to the other shareholders ("**Continuing Shareholders**") giving details of the proposed transfer including, the price of the shares and other payment terms and conditions and next (if and insofar as not accepted following such offer) to such person or persons (if any) as the directors think fit. Each such offer shall be made within 14 days after the last date for acceptances in respect of the preceding offer, as specified in Article 7.5.
- 7.5 Any such offer as is required to be made by the Company pursuant to Article 7.4 shall state that the offer must be accepted within 14 days or in default will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Sale Shares in excess of that offered, the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares held by each acceptor (or in the case of any such offer made to persons who are not already Members on such basis as the directors shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article shall continue to apply mutatis mutandis until all Shares which any such acceptor would but for this proviso have acquired on the proportionate basis specified above have been allocated accordingly.
- 7.6 If pursuant to Article 7.5, Members or other persons ("**Purchasers**") are willing to purchase some or all of the Sale Shares and gives notice in writing of the same to the Seller, he shall be bound, upon payment of the Sale Price (determined in accordance with Article 7.7 below), to transfer such Shares to the respective Purchasers.
- 7.7 The Sale Price for the Sale Shares shall be:
- 7.7.1 such sum as is agreed between the Seller and the Purchasers subject to the directors being satisfied (and to that end being provided with such evidence as they may reasonably require) that the price is a bona fide price (not inflated for particular reasons) agreed between the Seller and the Purchasers at arms length and in good faith; or
- 7.7.2 in the event that there is any disagreement as to the price, it shall be the Fair Value of the Sale Shares.
- 7.8 The directors may, as a condition to the registration of any transfer of shares in the Company require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this Article 7.8, the transfer may not

be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

7.9 To enable the directors to determine whether or not there has been a disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction.

7.10 In these Articles the "**Fair Value**" of the shares to be sold in the Company shall be the value that the Expert certifies to be the fair market value in his opinion based on the following assumptions:

7.10.1 the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Seller's shares bear to the then total issued share capital of the Company (without taking into account any discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares);

7.10.2 the sale is between a willing buyer and a willing seller on the open market;

7.10.3 if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so;

7.10.4 the shares are sold free of all encumbrances.

If any problem arises in applying any of the assumptions set out in this Article 7.10, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit.

8. PROCEEDINGS AT GENERAL MEETINGS

8.1 The quorum for any general meeting (other than a separate class meeting) is two qualifying persons (as that term is defined in section 318(3) of the Companies Act) and section 318(2) of the Companies Act will apply subject to this Article.

8.2 If any meeting is adjourned pursuant to Regulation 41 because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present will form a quorum. Regulation 41 is modified accordingly.

- 8.3 Regulation 44 is modified so that a poll may only be demanded by the Chairman or by any Member present in person or by proxy and entitled to vote at the meeting.
- 8.4 A corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such a person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of any class of Members. The provisions of the Companies Act shall apply to determine the powers that may be exercised at any such meeting by any person so authorised. The corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if any person so authorised is present at it, and all references to attendance and voting in person shall be construed accordingly.
- 8.5 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman will not be entitled to a casting vote in addition to any other vote which he may have.
- 8.6 A form appointing a proxy shall be in writing, and shall be in the usual form or in such other form which the Directors may approve, unless the Board requires a particular form in which case the form appointing the proxy must be in such form.

9. NUMBER OF DIRECTORS

Unless and until otherwise determined by special resolution, the number of Directors (other than alternate directors) is not subject to any maximum and the minimum is one.

10. ALTERNATE DIRECTORS

- 10.1 Any Director (other than an alternate director) may appoint any other director or any other person approved by resolution of the Board and willing to act, to be an alternate director. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor.
- 10.2 The notice must:
- 10.2.1 identify the proposed alternate; and
 - 10.2.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 10.3 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 10.4 Except as the Articles specify otherwise, alternate directors:
- 10.4.1 are deemed for all purposes to be Directors;
 - 10.4.2 are liable for their own acts and omissions;
 - 10.4.3 are subject to the same restrictions as their appointors; and

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

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

10.5 A person who is an alternate director but not a Director:

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

10.5.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision but does not participate); and

10.5.3 shall not be counted as more than one Director for the purposes of Articles 10.5.1 and 10.5.2.

10.6 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

10.7 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

10.8 An alternate director's appointment will terminate:

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

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

10.8.3 on the death of the alternate's appointor;

10.8.4 when the alternate's appointor's appointment as a Director terminates;
or

10.8.5 if he resigns by written notice left at or sent to the registered office of the Company.

11. DELEGATION OF DIRECTOR'S POWERS

Regulation 5 is modified by the addition at the end of the Regulation of the following sentence: "Where a provision of these Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

12. DIRECTORS' CONFLICTS OF INTERESTS

- 12.1 To the extent that any breach of duty by any Director appointed on the Commencement Date arises in respect of their duty to avoid conflicts of interest, such breach is ratified and each such Director shall be authorised to act as a director of the Company and count in the quorum notwithstanding any direct or indirect conflict of interest which may arise by virtue of him being a director.
- 12.2 The Board may, in accordance with the requirements set out in this Article 12, 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 conflicts of interest ("**Conflict**").
- 12.3 Any authorisation of a matter under this Article may (whether at the time of giving the authority or subsequently):
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 12.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
 - 12.3.3 be terminated or varied by the Board at any time,
- but the foregoing will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 12.4 In authorising a Conflict the Board may decide (whether at the time of giving the authority or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:
- 12.4.1 disclose such information to the Board or to any Director or other officer or employee of the Company;
 - 12.4.2 use or apply any such information in performing his duties as a Director;
 - 12.4.3 where to do so would amount to a breach of that confidence.
- 12.5 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the Director:
- 12.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - 12.5.2 is not given any documents or other information relating to the Conflict;
 - 12.5.3 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.
- 12.6 Where the Board authorises a Conflict:

- 12.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
- 12.6.2 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.
- 12.7 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.

13. DIRECTORS' DECLARATION OF INTERESTS

- 13.1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Companies Act.
- 13.2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Companies Act, unless the interest has already been declared under Article 13.1.
- 13.3 Subject, where applicable, to the disclosures required under Article 13.1 and Article 13.2, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 13.4 A Director need not declare an interest under Article 13.1 and Article 13.2 as the case may be:
- 13.4.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 13.4.2 of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
- 13.4.3 if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
- 13.4.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a Board meeting.
- 13.5 Regulation 14 will not apply to the Company.

14. BORROWING POWERS

The Directors may exercise all the powers of the Company (whether express or implied) to borrow and/or secure the payment of money, to guarantee the payment of money, the fulfilment of obligations and the performance of contracts and to mortgage or charge the property, assets and uncalled capital of the Company, and (subject to section 549 of the Companies Act) to issue debentures, debenture stock and all other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

15. PROCEEDINGS OF DIRECTORS

- 15.1 In the case of an equality of votes, the Chairman will not have a second or casting vote. Regulation 13 shall not apply.
- 15.2 The quorum necessary for the transaction of business at any meeting of the Directors will be two. If any meeting of the Directors is inquorate then it will be adjourned for the consideration of the same business until the same time and place the next following week when those Directors present will constitute a quorum.
- 15.3 A person may participate in a meeting of the Directors or of a committee of Directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.
- 15.4 For the purposes of Regulation 8, any unanimous decision of eligible Directors (as defined in Regulation 8(3)) must take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing and Regulation 8 is modified accordingly.

16. INDEMNITIES

- 16.1 Subject to the Companies Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.