
THE COMPANIES ACT 2006

**COMPANY LIMITED BY
SHARES**

ARTICLES OF ASSOCIATION OF GSA INTERNATIONAL LIMITED

COMPANY NUMBER 12567898

(ADOPTED BY A SPECIAL RESOLUTION PASSED ON 9 AUGUST 2021)

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OF
GSA INTERNATIONAL LIMITED**

(Adopted by a special resolution passed on 9 August 2021)

1. INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the “**Model Articles**”) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 36, 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - (d) reference to “**issued Shares**” shall mean the issued A Shares and issued B Shares from time to time, unless stated otherwise; and
 - (e) reference to the “**holders**” of Shares or a class of Shares shall mean the holders of the issued A Shares and issued B Shares from time to time, unless stated otherwise.

2. DEFINITIONS

In these Articles the following words and expressions shall have the following meanings:

“**A Shareholder Consent**” means the prior written consent of the person(s) holding a Controlling Interest;

“**A Shares**” means the ordinary shares of £0.01 each in the capital of the Company designated as such by the Board from time to time;

“**Act**” means the Companies Act 2006 (as amended 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 from time to time);

“**Allocation Notice**” has the meaning given in Article 13.7(b);

“**Applicant**” has the meaning given in Article 13.7(b);

“**Appointor**” has the meaning given in Article 22.1;

“Asset Sale” means the disposal by the Company of all or substantially all of its undertaking and assets;

“Associate” in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);
- (b) any member of the same Group;

“Auditors” means the auditors of the Company from time to time;

“Available Profits” means profits available for distribution within the meaning of part 23 of the Act;

“B Shares” means the ordinary shares of £0.01 each in the capital of the Company designated as such by the Board from time to time;

“Board” means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;

“Business Day” means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

“Capitalised Sum” has the meaning given in Article 34.1(b);

“Civil Partner” means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

“Company” means GSA International Limited;

“Company’s Lien” has the meaning given in Article 30.1;

“Controlling Interest” means more than 50 per cent of the issued A Shares;

“CTA 2010” means the Corporation Tax Act 2010;

“Date of Adoption” means the date on which these Articles were adopted;

“Director(s)” means a director or directors of the Company from time to time;

“Drag Completion Date” has the meaning given in Article 17.6;

“Drag Consideration” has the meaning given in Article 17.4;

“Drag Documents” has the meaning given in Article 17.6;

“electronic address” has the same meaning as in section 333 of the Act;

“electronic form” and **“electronic means”** have the same meaning as in section 1168 of the Act;

“Eligible Director” means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

“Encumbrance” means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

“Exit Event” means each of the following:

- (a) a transfer or a series of related transactions of any A Shares which would, if put into effect, result in any Proposed Purchaser (and their Associates or persons Acting in Concert with them) acquiring a Controlling Interest in the Company; and
- (b) an IPO;

“Expert Valuer” is as determined in accordance with Article 14.1(a);

“Fair Value” means the value of the relevant Shares as shall be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm’s-length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the relevant Shares are capable of being transferred without restriction;
- (d) valuing the relevant Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
- (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.

“Family Member” in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);

“Family Trusts” means as regards any particular Shareholder (former or deceased), trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Family Members of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

“Financial Year” has the meaning set out in section 390 of the Act;

“Group” means the Company and its Subsidiary Undertaking(s) (if any) from time to time;

“hard copy form” has the same meaning as in section 1168 of the Act;

“Holding Company” means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

“IPO” means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests and/or other instruments) on the Official List of the United Kingdom Listing Authority or the AIM Market by the London Stock Exchange Plc or

any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

“**ITEPA**” means Income Tax (Earnings and Pensions) Act 2003;

“**Lien Enforcement Notice**” has the meaning given in Article 30.3;

a “**member of the same Group**” means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

“**Minimum Transfer Condition**” has the meaning set out in Article 13.2(d);

“**Offer Period**” has the meaning set out in Article 13.6(a);

“**Original Shareholder**” has the meaning set out in Article 12.1;

“**Permitted Transfer**” means a transfer of Shares in accordance with Article 12;

“**Permitted Transferee**” means:

- (a) in relation to a Shareholder who is an individual, any of their Family Members, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any member of the same Group,

subject to the approval of a majority of the Directors;

“**Primary Holder**” has the meaning given in Article 27.8;

“**Proceeds of Sale**” means the consideration received or receivable (including any deferred and/or contingent consideration) whether in cash or otherwise by the Company on an Asset Sale less any fees, costs and expenses payable in respect of such Asset Sale;

“**Proposed Purchaser**” means a proposed purchaser who at the relevant time has made an offer on arm’s length terms;

“**Qualifying Company**” means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);

“**Qualifying Person**” has the meaning given in section 318(3) of the Act;

“**Relevant Interest**” has the meaning set out in Article 26.3;

“**Sale Agreement**” has the meaning given in Article 17.2(e);

“**Sale Shares**” has the meaning set out in Article 13.2(a);

“**Seller**” has the meaning set out in Article 13.2;

“**Shareholder**” means any holder of any Shares (but excludes the Company holding Treasury Shares);

“**Shareholders Entitled**” has the meaning given in Article 34.1(b);

“**Shares**” means the A Shares and the B Shares (if any) from time to time;

“**Subsidiary**”, “**Subsidiary Undertaking**” and “**Parent Undertaking**” have the respective meanings set out in sections 1159 and 1162 of the Act;

“**Tag Notice**” has the meaning given in Article 16.2;

“Transfer Notice” shall have the meaning given in Article 13.2;

“Transfer Price” shall have the meaning given in Article 13.2;

“Treasury Shares” means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act; and

“Trustees” in relation to a Shareholder means the trustee or the trustees of a Family Trust or the persons entitled from time to time by law to administer the Shareholder’s estate.

3. SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 The words “and the directors may determine the terms, conditions and manner of redemption of any such shares” shall be deleted from article 22(2) of the Model Articles.
- 3.3 Subject to A Shareholder Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 3.4 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words “that the shares are fully paid; and” with the words “the amount paid up on them; and”.
- 3.5 In article 25(2) of the Model Articles, the words “payment of a reasonable fee as the directors decide” in paragraph (c) shall be deleted and replaced by the words “payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine”.
- 3.6 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and
 - (c) receive a dividend or other distribution,
- save as otherwise permitted by section 726(4) of the Act

4. DIVIDENDS

- 4.1 The Company’s Available Profits will be applied as set out in this Article 4 in respect of any Financial Year.
- 4.2 Subject to Article 4.4(b) below, the B Shares shall not rank for the payment of dividends or other distributions until the fifth anniversary of the date on which the relevant B Shares are issued. As from the fifth anniversary of the date on which they are issued, B Shares shall, subject to Article 4.4(b), rank equally with the A Shares in relation to the payment of dividends and other distributions.
- 4.3 Subject to Article 4.4(b) below, all Available Profits which the Company may determine to distribute will be distributed among the holders of the A Shares and the holders of those B Shares that then rank for the payment of dividends and other distributions pro rata to their respective holdings of A Shares or B Shares (as if they constituted one class).
- 4.4 Subject to the Act and these Articles, the Board may:

- (a) pay interim dividends in respect of the relevant period to the holders of the A Shares and those of the B Shares that then rank for the payment of dividends and other distributions pro rata to their respective holdings of A Shares and such B Shares (as if they constituted one class); and
 - (b) following an Asset Sale, pay a dividend among the holders of the Shares pro rata to their respective holdings of A Shares and B Shares (as if they constituted one class) in accordance with Article 5.2 (irrespective of whether or not the fifth anniversary of the date of issue of any B Shares has occurred).
- 4.5 If there are nil or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.6 Article 31(1) of the Model Articles shall be amended by:
- (a) the replacement of the words “either in writing or as the directors may otherwise decide” at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words “in writing”; and
 - (b) the replacement of the words “either in writing or by such other means as the directors decide” from the end of paragraph (d) of that article 31(1) with the words “in writing”.

5. ASSET SALE AND LIQUIDATION

- 5.1 In the event of an Asset Sale, the A Shareholders shall have the right, by notice in writing to all B Shareholders, to require such B Shareholders to take any and all such actions as it may be necessary for B Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the Proceeds of Sale being distributed in accordance with the provisions of Article 5.2.
- 5.2 On an Asset Sale and/or on a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the Proceeds of Sale and/or any surplus assets shall be distributed (to the extent that the Company is lawfully permitted to do so after payment of its liabilities) among the holders of the Shares pro rata to their respective holdings of A Shares and B Shares (as if they constituted one class).

6. VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

- 6.1 The A Shares shall confer on each holder of A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 6.2 The B Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 6.3 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by them.

- 6.4 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

7. CONSOLIDATION OF SHARES

- 7.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall their title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 7.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

8. VARIATION OF RIGHTS

- 8.1 Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of at least 75 per cent. in nominal value of the issued shares of that class save that, so long as the Company's issued share capital comprises more than one class, the rights attaching to the A Shares may only be varied or abrogated with A Shareholder Consent.

9. CONVERSION OF B SHARES

- 9.1 An A Shareholder may at any time, by notice in writing to the Company, require conversion of all of the B Shares held by it at any time into A Shares. Those B Shares shall convert automatically on the date of service of such notice on the Company (unless such notice states that conversion is to be effective on some later date, or when any conditions specified in the notice have been fulfilled, in which case conversion shall take effect on that later date, or when such conditions have been fulfilled, as the case may be).
- 9.2 Subject to Article 9.1, all of the B Shares shall automatically convert into A Shares prior to an Exit Event or completion of the transfer of Shares in accordance with the provisions of Articles 16 or 17.
- 9.3 In the case of a conversion pursuant to:
- (a) Article 9.1, as soon as reasonably practicable after the date of conversion; or
 - (b) Article 9.2, at least five Business Days before the Exit Event is due to occur,
- each holder of the relevant B Shares converted or to be converted shall deliver the certificate(s) (or an indemnity in a form reasonably satisfactory to the Directors for any lost share certificate)

for the B Shares being converted (together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares) to the Company at its registered office for the time being.

- 9.4 Where conversion of any B Share is mandatory on the occurrence of an Exit Event, that conversion shall only be effective immediately before such Exit Event. If such Exit Event does not become effective, or does not take place, such conversion shall be deemed not to have occurred.
- 9.5 On conversion pursuant to this Article 9, the relevant B Shares shall (without any further authority than that contained in these Articles) stand converted into the corresponding number of A Shares and the A Shares resulting from the conversion shall rank *pari passu* in all respects with the existing issued A Shares.
- 9.6 Following a conversion pursuant to this Article 9, the Company shall enter the holder(s) of the converted B Shares in the register of members of the Company as the holder(s) of the appropriate number of A Shares and, subject to the relevant holder of B Shares delivering the relevant share certificate(s) (or indemnity or other evidence) in respect of the B Shares in accordance with Article 9.3, the Company shall, within 10 Business Days of conversion, forward a definitive share certificate for the appropriate number of fully paid A Shares to such holder of converted B Shares, by post to his address as shown in the Company's register of members, at his own risk and free of charge.

10. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES

- 10.1 Subject to the remaining provisions of this Article 10, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to:
- (a) allot Shares; or
 - (b) grant rights to subscribe for or convert any securities into Shares,
- to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:
- (1) this authority shall be limited in respect of the A Shares to a maximum nominal amount of £47,249.00 and in respect of the B Shares to a maximum nominal amount of £2,750.00;
 - (2) this authority shall only apply insofar as the Company has not by resolution waived or revoked it; and
 - (3) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, 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).

This authority is in substitution for all subsisting authorities.

- 10.2 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Shares made by the Company.
- 10.3 Unless otherwise agreed by A Shareholder Consent, if the Company proposes to allot any new A Shares those new A Shares shall not be allotted to any person unless the Company has in the first

instance offered them to all holders of A Shares on the same terms and at the same price as those new A Shares are being offered to other persons on a *pari passu* and pro rata basis to the number of A Shares held by those holders (as nearly as may be without involving fractions).

10.4 The Company shall issue:

- (a) if there are any B Shares in issue, new A Shares at Fair Value, or otherwise at such price as may be approved by the Board; and
- (b) unless approved by A Shareholder Consent, new B Shares at Fair Value.

11. TRANSFERS OF SHARES – GENERAL

11.1 In Articles 11 to 17 inclusive, reference to the transfer of a Share includes the transfer or assignment 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.

11.2 Unless approved by the Board, no Share may be transferred unless the transfer is made in accordance with these Articles.

11.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by them.

11.4 Any transfer of a Share by way of sale which is required to be made under Articles 13 to 17 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.

11.5 The Directors may refuse to register a transfer if:

- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- (b) the transfer is to an employee, a Director or prospective employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- (c) it is a transfer of a Share which is not fully paid:
 - (i) to a person of whom the Directors do not approve; or
 - (ii) on which Share the Company has a lien;
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- (f) the transfer is in respect of more than one class of Shares;
- (g) the transfer is in favour of more than four transferees; or
- (h) these Articles otherwise provide that such transfer shall not be registered.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

- 11.6 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether a Permitted Transfer or otherwise), 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 some or all of the Shareholders and the Company in any 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) and if any condition is imposed in accordance with this Article 11.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 11.7 To enable the Directors to determine whether or not there has been any 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 may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:
- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question); or
 - (b) payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares shall be withheld; and
 - (c) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.
- The rights referred to in (a) and (b) above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in (c) above.
- 11.8 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 11.9 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:
- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;

- (b) it does not include a Minimum Transfer Condition (as defined in Article 13.2(d)); and
 - (c) the Seller wishes to transfer all of the Shares held by it.
- 11.10 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:
- (a) the transferor; and
 - (b) (if any of the shares is partly or nil paid) the transferee.

12. PERMITTED TRANSFERS

- 12.1 A Shareholder (the “**Original Shareholder**”) may transfer all or any of their Shares to a Permitted Transferee with the consent of the Board, such consent to not be unreasonably withheld or delayed.
- 12.2 Shares previously transferred as permitted by Article 12.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder with the consent of the Board, such consent to not be unreasonably withheld or delayed.
- 12.3 Where under the provision of a deceased Shareholder’s will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case with the consent of the Board, such consent to not be unreasonably withheld or delayed.
- 12.4 Trustees may:
- (a) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder; or
 - (b) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 12.5 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees;
 - (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company’s equity share capital being held by trustees of that and any other trusts; and
 - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 12.6 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (and may do so without restriction as to price or otherwise) failing

which it will be deemed (unless it obtains the approval of the Board) to have given a Transfer Notice in respect of such Shares.

- 12.7 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by them to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company in accordance with Article 13.2,
- failing which he shall be deemed to have given a Transfer Notice.
- 12.8 On the death (subject to Article 12.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) their personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 12.9 A transfer of any Shares approved may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 12.10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board and A Shareholder Consent.
- 12.11 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with A Shareholder Consent.

13. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

- 13.1 Save where the provisions of Articles 12, 16 and 17 apply or the terms of the document pursuant to which the Shareholder subscribed for the relevant Shares permit and/or require the Shareholder to transfer the Shares subscribed for, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 13.
- 13.2 Any Shareholder who wishes to transfer Shares (a “**Seller**”) shall, unless the Seller wishes to transfer A Shares and there are no other holders of A Shares, and except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a “**Transfer Notice**”) to the Company specifying:
- (a) the number and class of Shares which he wishes to transfer (the “**Sale Shares**”);
 - (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

- (c) the price at which he wishes to transfer the Sale Shares; and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a “**Minimum Transfer Condition**”).

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the “**Transfer Price**”) must be agreed by the Board. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

- 13.3 Except with the consent of the Board or as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 13.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 13.5 As soon as practicable following the later of:
 - (a) receipt of a Transfer Notice; and
 - (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 14,

the Board shall offer the Sale Shares for sale to the A Shareholders in the manner set out in Article 13.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

Transfers: Offer

- 13.6 The following provisions shall apply when Sale Shares are offered to the A Shareholders:
 - (a) the Board shall offer the Sale Shares to the holders of A Shares (excluding, for the avoidance of doubt, if the Seller is proposing to transfer A Shares, the Seller), inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) (the “**Offer Period**”) for the maximum number of Sale Shares they wish to buy;
 - (b) if the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article 13.6 will be conditional on the fulfilment of the Minimum Transfer Condition;
 - (c) if, at the end of the Offer Period, the number of Sale Shares (excluding, for the avoidance of doubt, if the Seller is proposing to transfer A Shares, the Seller), applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each A Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which their existing holding of the A Shares bears to the total number of A Shares held by those A Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy; and
 - (d) if, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares then, unless a Minimum Transfer Condition has been specified and that Minimum Transfer Condition has not been satisfied (in which case Article

13.7(a) shall apply), the Board shall allocate the Sale Shares to the A Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 13.7(e).

Completion of transfer of Sale Shares

13.7 The following provisions shall apply on completion of the sale of the Sale Shares:

- (a) if the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 13.6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect;
- (b) if:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; or
 - (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 13.6 and once the requirements of Articles 16 and/or 17 have been fulfilled to the extent required, give written notice of allocation (an “**Allocation Notice**”) to the Seller and each Shareholder to whom Sale Shares have been allocated (an “**Applicant**”) specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares;
- (c) upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it;
- (d) if the Seller fails to comply with the provisions of Article 13.7(c):
 - (i) the chairman of the Company or, failing them, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (1) complete, execute and deliver in their name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (2) receive the Transfer Price and give a good discharge for it; and
 - (3) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company’s name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company their certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board);
- (e) if an Allocation Notice does not relate to all the Sale Shares then with the prior consent of the Board (to be given in its sole discretion) the Seller may, within eight weeks after

service of the Allocation Notice, transfer the unallocated Sale Shares to any person that the Board approves in its sole discretion at a price at least equal to the Transfer Price.

14. VALUATION OF SHARES

- 14.1 If Article 9 applies or if no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 11.9 or 13.2 or otherwise then the Board shall either:
- (a) appoint an expert valuer in accordance with Article 14.2 (the “**Expert Valuer**”) to certify the Fair Value of the Sale Shares; or
 - (b) if a Fair Value has been certified by an Expert Valuer within the preceding 12 weeks, specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares which are the subject of the Transfer Notice.
- 14.2 The Expert Valuer will be either:
- (a) the Auditors; or
 - (b) an independent firm of Chartered Accountants approved by the Board or failing agreement, nominated by the then President of the Institute of Chartered Accountants in England and Wales.
- 14.3 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 14.4 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 14.5 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 14.6 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 14.7 The Expert Valuer shall deliver their certificate to the Company. As soon as reasonably practicable after the Company receives the certificate it shall deliver a copy of it to the Seller or the relevant Shareholder (as applicable). Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on them of the copy certificate, cancel the Company’s authority to sell the Sale Shares.
- 14.8 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Seller cancels the Company’s authority to sell; or
 - (b) the Fair Value certified by the Expert Valuer is less than the price (if any) offered by the Directors to the Seller for the Sale Share before the Expert Valuer was instructed, in which case the Seller shall bear the cost.

15. COMPULSORY TRANSFERS – GENERAL

- 15.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.

- 15.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of their death the Directors may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 15.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 15.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that the Directors may otherwise determine.

16. TAG RIGHT

- 16.1 No transfer (other than a Permitted Transfer) of a Controlling Interest or a transfer that would, if put into effect, result in any person (and/or their Associates or persons Acting in Concert with them) acquiring a Controlling Interest in the Company, may be made or validly registered unless such A Shareholder(s) proposing to transfer a Controlling Interest has/have observed the following procedures of this Article 16.
- 16.2 If one or more A Shareholder(s) wishes to transfer a Controlling Interest to a Proposed Purchaser, such A Shareholder(s) shall notify the Company not less than 15 Business Days' in advance of the proposed sale (a "**Tag Notice**") which the Company shall forthwith copy to the other Shareholders. The Tag Notice shall specify:
- (a) the identity of the Proposed Purchaser;
 - (b) the price per share which the Proposed Purchaser is proposing to pay;
 - (c) the manner in which the consideration is to be paid;
 - (d) the number of A Shares which the A Shareholder proposes to sell; and
 - (e) the address where the counter-notice should be sent.
- 16.3 The Tag Notice shall also include an undertaking that the A Shareholder proposing to transfer a Controlling Interest shall procure the Proposed Purchaser or such other person as the Proposed Purchaser may identify (and reference in this Article 16 to "Proposed Purchaser" shall be deemed to include such other person as may have been identified) offers to purchase all of the Shares held by the other Shareholders on terms no less favourable than those specified in the Tag Notice.
- 16.4 The relevant Shareholders shall be entitled within five Business Days after receipt of the Tag Notice, to notify the A Shareholder(s) proposing to transfer a Controlling Interest that they either reject the offer contained therein or that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Shares the Shareholder wishes to sell. Any Shareholder who does not send a counter-notice within such

five Business Day period shall be deemed to have specified that they do not wish to sell their Shares.

- 16.5 The A Shareholder(s) proposing to transfer a Controlling Interest shall not be entitled to sell the A Shares specified in the Tag Notice to the Proposed Purchaser unless the Proposed Purchaser extends its offer to the other Shareholders, and:

- (a) if one or more of:
 - (i) the other A Shareholders accepts the offer in accordance with Article 16.4; and/or
 - (ii) the B Shareholders accepts the offer in accordance with Article 16.4, immediately prior to completion, the relevant B Shares are converted into A Shares pursuant to Article 9.2,the Proposed Purchaser completes the purchase of such Shares contemporaneously and on the same terms and subject to the same conditions (with changes where appropriate); or
- (b) all of the other Shareholders reject, or are deemed to have rejected, the offer in accordance with Article 16.4.

- 16.6 Sales made in accordance with this Article 16 shall not be subject to Article 13.

17. **DRAG RIGHT**

- 17.1 If one or more A Shareholder(s) wishes to transfer a Controlling Interest to a Proposed Purchaser, such A Shareholder(s) shall have the option (the “**Drag Along Option**”) to compel each other Shareholder to sell and transfer all their Shares to the Proposed Purchaser in accordance with the provisions of this Article.

- 17.2 The A Shareholder(s) proposing to transfer a Controlling Interest may exercise the Drag Along Option by giving a written notice to that effect (a “**Drag Along Notice**”) to the Company, which the Company shall forthwith copy to the other Shareholders, at any time before the transfer of the A Shares to the Proposed Purchaser. A Drag Along Notice shall specify that:

- (a) the other Shareholders are required to transfer all their Shares under this Article;
- (b) the identity of the Proposed Purchaser and, if different, the person to whom the Shares are to be transferred (and reference in this Article 17 to “Proposed Purchaser” shall be deemed to include such other person(s) as may have been identified in the Drag Along Notice);
- (c) the consideration (whether in cash or otherwise) for which the Shares are to be transferred (calculated in accordance with this Article);
- (d) the proposed date of transfer, and
- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Shareholders are required to sign in connection with such sale (the “**Sale Agreement**”),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Shareholder to agree to any terms except those specifically provided for in this Article.

- 17.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Controlling Interest of the A Shares by the relevant A Shareholder(s) to the Proposed Purchaser within 60 Business Days of the date of service of the Drag Along Notice. The relevant A Shareholder(s) shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 17.4 The consideration (in cash or otherwise) for which the other Shareholders shall be obliged to sell each of their Shares shall be that to which they would be entitled if the total consideration proposed to be paid, allotted or transferred by the Proposed Purchaser were distributed to the holders of the Shares following an Asset Sale in accordance with the provisions of Article 5 (the “**Drag Consideration**”).
- 17.5 A Shareholder shall only be obliged to transfer their Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) on receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Sale Agreement and the full title guarantee of the Shares held by such Shareholder.
- 17.6 Within five Business Days of the Company copying the Drag Along Notice to the other Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Shareholder shall deliver:
- (a) a duly executed stock transfer form for its Shares in favour of the Proposed Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the “**Drag Documents**”).
- 17.7 Immediately prior to completion on the Drag Completion Date, the B Shares shall be converted into A Shares pursuant to Article 9.2 and the Company shall pay or transfer to each Shareholder, on behalf of the Proposed Purchaser, the Drag Consideration that is due to the extent the Proposed Purchaser has paid, allotted or transferred such consideration to the Company. The Company’s receipt of the Drag Consideration shall be a good discharge to the Proposed Purchaser. Following the Company’s receipt of the Drag Consideration but, pending its payment or transfer to the relevant Shareholders, the Company shall hold the Drag Consideration on trust for each of the relevant Shareholders without any obligation to pay interest.
- 17.8 To the extent that the Proposed Purchaser has not, on the Drag Completion Date, paid, allotted or transferred the Drag Consideration that is due to the Company, the B Shares shall not be converted into A Shares and the Shareholders to whom the Drag Along Notice was sent shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Shareholders to whom the Drag Along Notice was sent shall have no further rights or obligations under this Article 17.8 in respect of their Shares.
- 17.9 If a Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Shareholder’s Shares pursuant to this Article 17.9 and the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Shareholder’s Shares on the Shareholder’s behalf to the Proposed

Purchaser to the extent the Proposed Purchaser has, by the Drag Completion Date, paid, allotted or transferred the Drag Consideration to the Company for the Shareholder's Shares offered to them. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Shareholder shall surrender their share certificate for their Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to them.

17.10 Any transfer of Shares to a Proposed Purchaser following the exercise of the Drag Along Option shall not be subject to the provisions of Article 13.

17.11 If any person becomes a Shareholder following the issue of a Drag Along Notice but before the Drag Completion Date, a Drag Along Notice shall be deemed to have been served on such Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser and the provisions of this Article 17 shall apply.

18. GENERAL MEETINGS

18.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.

18.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents a Controlling Interest, any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.

18.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.

18.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.

18.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

18.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. 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.

18.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

19. PROXIES

- 19.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: “is signed by or on behalf of the shareholder appointing the proxy and accompanied by the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)”.
- 19.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:
- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
 - (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

20. APPOINTMENT OF DIRECTORS

- 20.1 The A Shareholder shall be entitled, subject to A Shareholder Consent, to appoint one or more persons to be Directors of the Company. The B Shareholders shall not be entitled to appoint any persons to be Directors of the Company.
- 20.2 An appointment or removal of a Director under Article 20.1 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 20.3 Any Director may at any time be removed from office by notice in writing to the Company, subject to A Shareholder Consent.

21. DIRECTORS' BORROWING POWERS

- 21.1 The Directors may, with A Shareholder Consent where required, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

22. ALTERNATE DIRECTORS

22.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the “**Appointor**”) may appoint any director or any other person as he thinks fit to be their alternate Director to:

- (a) exercise that Director’s powers; and
- (b) carry out that Director’s responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate’s Appointor.

The appointment of an alternate Director shall not require approval by a resolution of the Directors.

22.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

22.3 The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

22.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors’ meeting (including as to notice) or Directors’ written resolution, as the alternate’s Appointor.

22.5 Except as these Articles specify otherwise, alternate directors:

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

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 their Appointor is a member.

22.6 A person who is an alternate Director but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person’s Appointor is not participating); and
- (b) may sign a Directors’ written resolution (but only if their Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

22.7 A Director who is also an alternate Director is entitled, in the absence of their Appointor, to a separate vote on behalf of each Appointor, in addition to their own vote on any decision of the Directors (provided that their Appointor is an Eligible Director in relation to that decision).

22.8 An alternate Director is not 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.

- 22.9 An alternate Director's appointment as an alternate shall terminate:
- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) 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;
 - (c) on the death of the alternate's Appointor; or
 - (d) when the alternate's Appointor's appointment as a Director terminates.

23. NUMBER OF DIRECTORS

- 23.1 Unless and until the Company shall otherwise determine by A Shareholder Consent, the number of Directors shall be not less than one.

24. DISQUALIFICATION OF DIRECTORS

- 24.1 In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that their office be vacated.

25. PROCEEDINGS OF DIRECTORS

- 25.1 The quorum for Directors' meetings shall be two Directors (save that where only one Director has been appointed, the quorum shall be one Director or where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, the quorum required for the purpose of such authorisation (but not for the purposes of other matters of the meeting) shall be only one director. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 25.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 25.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 25.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 25.5 Provided a Director has declared, in accordance with the provisions of these Articles, the nature and extent of their interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of

the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

25.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.

25.7 A decision of the Directors 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 (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

26. DIRECTORS' INTERESTS

Interests of which a Director is not aware

26.1 For the purposes of this Article 26, an interest of which a Director is not aware and of which it is unreasonable to expect them to be aware shall not be treated as an interest of theirs.

Accountability of any benefit and validity of a contract

26.2 In any situation permitted by this Article 26 (save as otherwise agreed by them) a Director shall not by reason of their office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

26.3 Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise their interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - (iii) restricting the application of the provisions in Article 26.4, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 26.

Director's duty of confidentiality to a person other than the Company

26.4 Without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be

required under this Article 26, if a Director, otherwise than by virtue of their position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of their duties as a Director.

Additional steps to be taken by a Director to manage a conflict of interest

26.5 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting themselves from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding themselves from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for them to have access to such documents or information.

Requirement of a Director to declare an interest

26.6 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware).

Shareholder approval

26.7 Subject to section 239 of the Act, the Company may by A Shareholder Consent ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 26.

26.8 For the purposes of this Article 26:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

27. NOTICES

27.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

- (a) in hard copy form; or
- (b) in electronic form,

or partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 27.

Notices in hard copy form

27.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a member or their legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
- (d) in the case of an intended recipient who is a Director or alternate, to their address as shown in the register of Directors; or
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

27.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery;
- (b) if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

27.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
- (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 27.2; or

- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - (i) on its website from time to time; or
 - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time.
 - 27.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
 - (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - (c) if delivered in an electronic form, at the time of delivery; and
 - (d) if sent by any other electronic means as referred to in Article 27.4(c), at the time such delivery is deemed to occur under the Act.
 - 27.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.
- Notice by means of a website*
- 27.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

- 27.8 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 of the Company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.
- 27.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

28. INDEMNITIES AND INSURANCE

- 28.1 Subject to the provisions of and so far as may be permitted by, the Act:
 - (a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by them in the actual or purported execution or discharge of their duties or the exercise or purported exercise of their powers or otherwise in relation to or in connection with their duties, powers or office, provided that no current or former Director or current or former director of any associated company is indemnified by the Company against:

- (i) any liability incurred by the director to the Company or any associated company; or
- (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which he is convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against them; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant them relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 28.1(a)(i), 28.1(a)(iii)(B) and 28.1(a)(iii)(C) applying;

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former Director or other officer against any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

28.2 The Company shall (at the cost of the Company) effect and maintain for each current or former Director or current or former director of any associated company policies of insurance insuring each such director against risks in relation to their office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to them in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

29. SECRETARY

29.1 Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

30. LIEN

30.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share

30.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and

- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

30.3 Subject to the provisions of this Article 30, if:

- (a) a notice complying with Article 30.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company shall be entitled to sell that Share in such manner as the Directors decide.

30.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

30.5 Where any Share is sold pursuant to this Article 30:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

30.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

- 30.7 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 sold to satisfy the Company's Lien on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.
- 31. CALL NOTICES**
- 31.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.
- 31.2 A Call Notice:
- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
 - (b) shall state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 31.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.
- 31.4 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 Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.
- 31.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.
- 31.6 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 to:
- (a) pay calls which are not the same; or
 - (b) pay calls at different times.
- 31.7 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):
- (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 31.8 If the due date for payment of such a sum as referred to in Article 31.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to

comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.

- 31.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):
- (a) the Directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).
- 31.10 For the purposes of Article 31.9:
- (a) the “**Call Payment Date**” shall be 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;
 - (b) the “**Relevant Rate**” shall be:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (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; or
 - (iii) if no rate is fixed in either of these ways, five per cent. a year,provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).
- 31.11 The Directors may waive any obligation to pay interest on a call wholly or in part.
- 31.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

32. FORFEITURE OF SHARES

- 32.1 A notice of intended forfeiture:
- (a) may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;
 - (b) shall 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;
 - (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
 - (d) shall state how the payment is to be made; and
 - (e) shall 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.
- 32.2 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, then 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.

- 32.3 Subject to these Articles, the forfeiture of a Share extinguishes:
- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
 - (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 32.4 Any Share which is forfeited in accordance with these Articles:
- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
 - (b) shall be deemed to be the property of the Company; and
 - (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 32.5 If a person's Shares have been forfeited then:
- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
 - (b) that person shall cease to be a Shareholder in respect of those Shares;
 - (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
 - (d) that person shall remain 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
 - (e) the Directors shall be entitled to 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.
- 32.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 32.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 32.8 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:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 32.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 32.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum 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 shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

33. SURRENDER OF SHARES

33.1 A Shareholder shall be entitled to surrender any Share:

- (a) in respect of which the Directors issue a notice of intended forfeiture;
- (b) which the Directors forfeit; or
- (c) which has been forfeited.

The Directors shall be entitled to accept the surrender of any such Share.

33.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.

33.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

34. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

34.1 The Board may, if authorised to do so by an ordinary resolution (with A Shareholder Consent):

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any fund or reserve, including but not limited to the share premium account or capital redemption reserve, merger reserve, redenomination reserve or revaluation reserve; and
- (b) appropriate any sum which they so decide to capitalise (a “**Capitalised Sum**”) to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the “**Shareholders Entitled**”).

34.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.

34.3 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

34.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

34.5 Subject to the Articles the Board may:

- (a) apply Capitalised Sums in accordance with Articles 34.3 and 34.4 partly in one way and partly another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 34; and

- (c) . authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 34.