

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**TJ MEDIA HOLDINGS LTD**



(Adopted by special resolution passed on 29 December 2020 .....)

**AGREED TERMS**

**1. INTERPRETATION**

1.1 In these Articles, the following words have the following meanings:

**Act:** the Companies Act 2006;

**Appointor:** has the meaning given in article 12.1;

**Articles:** the Company's articles of association for the time being in force;

**Business Day:** any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Conflict:** has the meaning given in article 9.1;

**Controlling Interest:** an interest in shares giving to the holder or holders control of the Company within the meaning of section 840 of the Income and Corporation Taxes Act 1988;

**Eligible Director:** any Eligible Manager Director or Eligible Investor Director (as the case may be);

**Eligible Manager Director:** a Manager Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Manager Director whose vote is not to be counted in respect of the particular matter);

**Eligible Investor Director:** an Investor Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Investor Director whose vote is not to be counted in respect of the particular matter);

**Interested Director:** has the meaning given in article 9.1;

**Investor Director:** any director appointed to the Company by a holder of Investor Shares;

**Investor Share:** an ordinary share of £1 in the capital of the Company designated as an Investor Share.

**Manager Director:** any director appointed to the Company by a holder of Manager Shares;

**Manager Share:** an ordinary share of £1 in the capital of the Company designated as a Manager Share;

**Model Articles:** the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles; and

**Writing or written:** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 16, shall not include the sending or supply of notices, documents or information in electronic form (other than by email).

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Save as expressly provided otherwise in these 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.

## **2. ADOPTION OF THE MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these

Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Articles 6(2), 7, 8, 11, 13, 14, 16, 17, 22, 26(5), 38, 43, 44(2), 50, 52 and 53 of the Model Articles shall not apply to the Company.

2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

## **DIRECTORS**

### **3. DIRECTORS' MEETINGS**

3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.

3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

3.3 Meetings of the directors shall take place at least four times each year, with a period of not more than thirteen weeks between any two meetings.

3.4 Subject to article 3.5, all decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.

3.5 At least one Eligible Manager Director and one Eligible Investor Director who is participating in the meeting of directors or of the committee of directors must have voted in favour of any resolution.

3.6 A committee of the directors must include at least one Manager Director and one Investor Director. The provisions of article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors.

### **4. UNANIMOUS DECISIONS OF DIRECTORS**

4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 4.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

**5. NUMBER OF DIRECTORS**

- 5.1 The number of directors shall not be less than two and no more than five, made up (while there are both Manager Shares and Investor Shares in issue) of at least one Manager Director and at least one Investor Director. No shareholding qualification for directors shall be required.

**6. CALLING A DIRECTORS' MEETING**

- 6.1 Notice of any directors' meeting must be accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
  - (b) copies of any papers to be discussed at the meeting.
- 6.2 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree.

**7. QUORUM FOR DIRECTORS' MEETINGS**

- 7.1 The quorum at any meeting of the directors (including adjourned meetings) shall be three directors, of whom two at least shall be Eligible Manager Directors (or their alternates) and one at least an Eligible Investor Director (or his alternate). No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors present will constitute a quorum.

**8. CHAIRING OF DIRECTORS' MEETINGS**

- 8.1 The Chairman or other director chairing the meeting shall not have a casting vote.

**9. DIRECTORS' INTERESTS**

- 9.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if

not authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

9.2 Any authorisation under this article will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

9.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

- 9.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 9.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 9.8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9.7.
- 9.9 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 9.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
  - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

9.10 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, and no authorisation under article 9.1 shall be necessary in respect of any such interest.

9.11 Any director shall be entitled from time to time to disclose to the shareholder who appointed him as a director of the Company such information concerning the business and affairs of the Company as he shall at his discretion see fit.

#### **10. RECORDS OF DECISIONS TO BE KEPT**

10.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

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

11.1 Each member who, on the date of adoption of these articles, holds 25% or more of the Manager Shares shall, while they continue to hold such proportion of shares, be entitled to appoint one person to be a Manager Director of the Company.

11.2 Each member who, on the date of adoption of these articles, holds 5% or more of the Investor Shares shall, while they continue to hold such proportion of shares, be entitled to appoint one person to be an Investor Director of the Company.

11.3 Any Manager Director may at any time be removed from office by the holder of Manager Shares who made the appointment and any Investor Director may at any time be removed from office by the holder of Investor Shares who made the appointment.

- 11.4 If any Manager Director or any Investor Director shall die or be removed from or vacate office for any cause, the holder of the Manager or Investor Shares who appointed such director shall appoint in his place another person to be a Manager Director or an Investor Director (as the case may be).
- 11.5 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the relevant holder of Manager Shares or Investor Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 11.6 The right to appoint and to remove Manager or Investor Directors under this article shall be a class right attaching to the Manager Shares and the Investor Shares respectively.
- 11.7 If no Manager Shares or Investor Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 11.8 No Manager Director or Investor Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

## **12. ALTERNATE DIRECTORS**

- 12.1 Any director (other than an alternate director) (in this article, **the Appointor**) may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. In these Articles, where the context so permits, the term "Manager Director" or "Investor Director" shall include an alternate director appointed by a Manager Director or an Investor Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.
- 12.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
- 12.3 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 he is willing to act as the alternate of the director giving the notice.

12.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

12.5 Except as the 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 his Appointor is a member.

12.6 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 present (but only if that person's Appointor is not participating); and
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

12.7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision).

12.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

12.9 An alternate director's appointment as an alternate terminates:

- (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; or
- (c) when the alternate director's Appointor ceases to be a director for whatever reason.

## **SHARES**

### **13. SHARE CAPITAL**

- 13.1 Except as otherwise provided in these Articles, the Manager Shares and the Investor Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 13.2 On the transfer of any share as permitted by these Articles:
  - (a) a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
  - (b) a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

### **14. UNISSUED SHARES**

- 14.1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) every shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee.
- 14.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

**15. FURTHER ISSUES OF SHARES: AUTHORITY**

15.1 Subject to article 14 and the remaining provisions of this article 15, 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) offer or allot;
- (b) grant rights to subscribe for or to convert any security into; or
- (c) otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

15.2 The authority referred to in article 15.1:

- (a) shall be limited to a maximum nominal amount of £100 of Manager Shares and £100 of Investor Shares or such other amount as may from time to time be authorised by the Company by ordinary resolution;
- (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require 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).

**16. SHARE TRANSFERS**

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

16.2 No share shall be transferred unless the transfer is made in accordance with these Articles.

16.3 A shareholder, or person entitled to shares by way of the death or bankruptcy of a shareholder, who wishes to transfer shares or any interest in shares ('the Vendor') shall give to the Company notice in writing ('the Transfer Notice'). A Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in it ('the Sale Shares') at a price ('the Sale Price') which is agreed upon by the Vendor and all of the directors or, in the absence of agreement, which an independent firm of accountants appointed, in the absence of agreement between the Vendor and all of the directors, on the application of any of them by the President

from time to time of the Institute of Chartered Accountants in England and Wales) (“the Accountants”) (acting as experts and not as arbitrators) certify to be in their opinion the fair value of the Sale Shares, as at the date of the Transfer Notice, as between a willing seller and a willing buyer contracting on arm’s length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern and taking into account all rights and obligations attaching to the Sale Shares but without taking into account (if it be the case) that the Sale Shares constitute a minority or majority interest;

PROVIDED THAT (unless all of the shareholders other than the Vendor agree otherwise in writing) if the Transfer Notice is given or deemed to be given in relation to any shares and:

- (i) it is given or deemed to be given in a circumstance which all of the shareholders have agreed in writing shall be one in which the Sale Price is to be the aggregate nominal value of the Sale Shares; or
- (ii) (in the case of Manager Shares held by an employee of the Company or a subsidiary of the Company) the employment by the Company or the subsidiary of the holder of such shares has been terminated by the Company or the subsidiary (as applicable) on grounds of gross misconduct in circumstances which do not amount to unfair dismissal or in circumstances where the Company or the subsidiary (as applicable) would have been able to terminate such employment on grounds of gross misconduct without such termination amounting to unfair dismissal,

the Sale Price shall be the aggregate nominal value of the Sale Shares.

- 16.4 The Accountants’ certificate shall be binding upon all parties.
- 16.5 If the Accountants are asked to certify the Sale Price, the Company shall within 7 days of the issue of the Accountants’ certificate send a copy to the Vendor. The Vendor shall be entitled, by notice in writing given to the Company within 28 days of the copy being sent to him or it, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Company unless the Transfer Notice is withdrawn by the Vendor in which case such cost shall be borne by the Vendor. A Transfer Notice shall not otherwise be revocable without the consent of all of the directors of the Company, who may impose such conditions upon any consent as they think fit, including a condition that the Vendor bears all associated costs.
- 16.6 Upon the Sale Price being agreed or certified and provided the Vendor does not withdraw the Transfer Notice in accordance with article 16.5, the directors shall promptly, by notice in writing, offer the Sale Shares to the holders of the remaining shares (other than the Vendor) at the Sale Price.

- 16.7 The offer shall be open for a period of 120 days from the date of the notice ('the Acceptance Period'). If the offerees within the Acceptance Period apply for all or any of the Sale Shares, the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applicants for any of the Sale Shares, in the case of competition in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him). Any offerees who wish to purchase more than their actual entitlement shall be offered any Sale Shares which the initial offeree has not agreed to purchase (such offer to be made pro rata to their existing holdings of shares).
- 16.8 If within the Acceptance Period applications are received from one or more of the other shareholders ('the Transferees') in respect of all or any of the Sale Shares, the directors shall promptly give notice in writing ('the Acceptance Notice') to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale shall be completed.
- 16.9 Subject as provided in article 16.10, the Vendor shall be bound to transfer the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Vendor.
- If the Vendor fails to transfer the Sale Shares, the chairman of the Company, any director or some other person appointed by the directors shall be deemed to have been appointed agent and, as a separate appointment by way of security, attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares to the Transferees against payment of the Sale Price to the Company.
- On payment to the Company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, the Transferees shall be entitled to require their names to be entered in the register of members as the holders by transfer of the Sale Shares. The Company shall pay the price into a separate bank account in the Company's name and hold it on trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.
- 16.10 If the offer of the Sale Shares at the Sale Price is not accepted in whole or is accepted only in part within the Acceptance Periods, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the Sale Shares to any person at a price not being less than the Sale Price. The directors (acting reasonably) may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer

without any deduction, rebate or allowance of any kind to the purchaser. If not satisfied, the directors may refuse to register the relevant instrument of transfer.

16.11 Upon a shareholder ceasing to hold the requisite proportion of shares set out in article 11.1 or 11.2 (as applicable) such shareholder shall procure that any director appointed by him or it to the board of the Company resigns.

16.12 The restrictions on transfer contained in this article 16 shall not apply to:

- (a) a transfer of shares approved in writing by all of the shareholders; or
- (b) a transfer of shares following an offer for the whole issued share capital of the Company which all shareholders have accepted or are obliged to accept pursuant to article 16.19, subject as set out in article 16.18.

16.13 For the purposes of this article 16, the following shall be deemed to be a relevant event:

- (a) a direction (by way of renunciation, nomination or otherwise) by a shareholder entitled to an allotment or transfer of shares to the effect that all or any of the shares be allotted, issued or transferred to some person other than himself or itself;
- (b) a sale or other disposition of any beneficial interest in a share (whether or not for consideration) by a shareholder otherwise than in accordance with the above provisions and whether or not made in writing;
- (c) the death of a shareholder;
- (d) a holder of Manager Shares who is an employee of the Company or a subsidiary of the Company ceasing to be employed by the Company or a subsidiary of the Company (such that he no longer holds either position) for any reason;
- (e) the ill-health of a holder of Manager Shares to such extent that he is unable in the reasonable opinion of the other holders of shares in the Company, for a period of more than three consecutive months, to perform his duties to the Company or any subsidiary of the Company (as the case may be);
- (f) the bankruptcy of a shareholder;
- (g) a corporate member entering into liquidation (other than a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or an administrative receiver or a receiver being appointed over any of its assets or an administration order being made against it;
- (h) the presentation at court by any competent person of a petition for the winding up of a corporate member and which has not been withdrawn or dismissed within seven days of such presentation;
- (i) a change of control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of a corporate member; or

- (j) any event analogous to those described in paragraphs (g) or (h) above which occurs in relation to a corporate member in any jurisdiction in which such member is incorporated, resident or carries on business.

- 16.14 If a relevant event occurs in relation to a shareholder, such shareholder shall be deemed to have given a Transfer Notice in respect of all shares held by him or it or by any nominee for him or it (or to which he or his or its nominee are entitled) immediately prior to the event.
- 16.15 Any Transfer Notice deemed to have been given under articles 16.14 or 16.16 shall be deemed to contain a provision, binding on the Company, that unless all the Sale Shares comprised in it are sold by the Company pursuant to this article none shall be sold. Article 16.5 shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice. Where a shareholder gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him or it, he or it shall not be entitled to withdraw it.
- 16.16 For the purpose of ensuring that a transfer of shares is duly authorised, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the directors (acting reasonably) may require a shareholder, the legal representatives of a deceased shareholder, the liquidator of a corporate member, or a person named as transferee in a transfer lodged for registration to furnish to the Company such information and evidence as the directors think fit regarding any matter they deem relevant to that purpose. If the information or evidence is not furnished to the reasonable satisfaction of the directors within a reasonable time after the request, the directors shall be entitled to refuse to register the transfer in question. In a case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the shares concerned. If the directors require that a Transfer Notice be given and it is not duly given within one month from the date of its being required, the Transfer Notice shall be deemed to have been given at the expiry of the month and the provisions of article 16 shall take effect accordingly.
- 16.17 Subject to article 16.16, the directors shall register any transfer made pursuant to or specifically permitted by article 16 but shall refuse to register any other transfer.
- 16.18 Notwithstanding any other provisions contained in the Articles, the directors shall not register the transfer of any shares in the capital of the Company which if registered would result in a person or persons who is or are not a shareholder or shareholders of the Company obtaining a Controlling Interest without the previous written consent of all the shareholders, unless before such transfer is made:

- (a) each shareholder of the Company shall have been given not less than twenty-one days' notice in writing of such proposed sale or transfer (including details of the terms thereof);
  - (b) the proposed transferee or transferees has or have upon the expiry of the said period of twenty-one days offered to purchase the whole issued share capital of the Company at the same price per share as such proposed sale or transfer and such offer shall have remained open for acceptance for a period of not less than fourteen days commencing on the date of expiry of the twenty-one day period referred to in article 16.18(a); and
  - (c) any contract constituted on acceptance of any such offer shall have been completed immediately prior to the transfer in question.
- 16.19 If any bona fide arm's length offer for the whole issued share capital of the Company by a person or persons who is or are not a shareholder or shareholders of the Company at the same price per share shall be accepted in accordance with its terms by members who in aggregate hold 85% or more of the issued share capital in the Company all other shareholders of the Company shall, so far as they have not already done so, be obliged to accept such offer in accordance with its terms and within the time limit for acceptance and to transfer their shares in the Company to the offeror or offerors in exchange for payment to them of such price per share.
- 16.20 If any shareholder, having become obliged to accept such an offer in accordance with article 16.19, if called upon by the directors in terms of that article fails to complete an instrument of transfer, the provisions of article 16.9 shall apply.

## **DECISION MAKING BY SHAREHOLDERS**

### **17. QUORUM FOR GENERAL MEETINGS**

- 17.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be such persons present in person or by proxy, who in aggregate hold or who represent the holders of 100% of the issued share capital of the Company.
- 17.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

### **18. VOTING**

- 18.1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he or it is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder.



**19. POLL VOTES**

- 19.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 19.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

**20. PROXIES**

- 20.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".
- 20.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

**ADMINISTRATIVE ARRANGEMENTS**

**21. MEANS OF COMMUNICATION TO BE USED**

- 21.1 Subject to article 21.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

21.2 Any notice, document or other information served on, or delivered to, an intended recipient under article 16 may not be served or delivered in electronic form (other than by email), or by means of a website.

21.3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act.

## **22. INDEMNITY AND INSURANCE**

22.1 Subject to article 22.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the Company's activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 22.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

22.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

22.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

22.4 In this article:

- (a) a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.