

FILE COPY



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

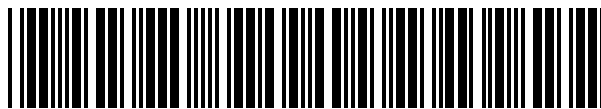
Company Number **13796111**

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

LCUK MAIDSTONE LTD

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

Given at Companies House, Cardiff, on **13th December 2021**



N13796111G



Companies House



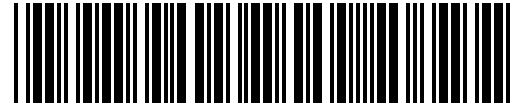
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **10/12/2021**

XAJ1HYT7

Company Name in full:

LCUK MAIDSTONE LTD

Company Type:

Private company limited by shares

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**LOWER GROUND FLOOR BENTINCK HOUSE 3-8 BOLSOVER STREET
LONDON
UNITED KINGDOM W1W 6AB**

Sic Codes:

96020

Company Director *1*

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

Occupation: **MANAGING DIRECTOR**

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

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	100
	A	<i>Aggregate nominal value:</i>	100
<i>Currency:</i>	GBP		
<i>Prescribed particulars</i>			

THE ORDINARY A SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	100
		<i>Total aggregate nominal value:</i>	100
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **LCUK HOLCO LIMITED**

Address **LOWER GROUND FLOOR
BENTINCK HOUSE 3-8
BOLSOVER STREET
LONDON
UNITED KINGDOM
W1W 6AB**

Class of Shares: **ORDINARY A**

Number of shares: **100**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

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

Relevant Legal Entity (RLE) details

Company Name: **LCUK HOLCO LIMITED**

Service Address: **LOWER GROUND FLOOR BENTINCK HOUSE 3-8
BOLSOVER STREET
LONDON
UNITED KINGDOM
W1W 6AB**

Legal Form: **PRIVATE LIMITED COMPANY**

Governing Law: **COMPANIES ACT 2006**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND AND WALES**

Registration Number: **10748000**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **COMPANY REGISTRATIONS ONLINE LIMITED**

Agent's Address: **CARPENTER COURT 1 MAPLE ROAD
BRAMHALL
STOCKPORT
UNITED KINGDOM
SK7 2DH**

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

Agent's Name: **COMPANY REGISTRATIONS ONLINE LIMITED**

Agent's Address: **CARPENTER COURT 1 MAPLE ROAD
BRAMHALL
STOCKPORT
UNITED KINGDOM
SK7 2DH**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of LCUK MAIDSTONE LTD

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

Name of each subscriber	Authentication
LCUK HOLCO LIMITED	Authenticated Electronically

Dated: 10/12/2021

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LCUK MAIDSTONE LTD

CONTENTS

ARTICLE

1. Agreed terms and interpretation	3
2. Adoption of the Model Articles	5
3. Directors' meetings	5
4. Unanimous decisions of directors	6
5. Number of directors	6
6. Calling a directors' meeting	6
7. Quorum for directors' meetings	7
8. Chairing of directors' meetings	7
9. Directors' interests	7
10. Records of decisions to be kept	9
11. Appointment	9
12. Removal	10
13. Alternate Directors	10
14. Share capital	12
15. Share transfers: general	12
16. Pre-emption rights on the transfer of shares	13
17. Permitted transfers	14
18. Compulsory transfers	14
19. Valuation	16
20. Quorum for general meetings	16
21. Chairing general meetings	17
22. Voting	17
23. Poll votes	17
24. Proxies	17
25. Means of communication to be used	17
26. Indemnity and insurance	18

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
LCUK MAIDSTONE LTD

Introduction

1. Agreed terms and interpretation

1.1 The following definitions shall apply in these Articles:

- 1 **Appointor**: has the meaning given in article 13.1;
- 2 **Articles**: the Company's articles of association for the time being in force;
- 3 **Business Day**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- 4 **CA 2006**: the Companies Act 2006;
- 5 **Company**: LCUK Maidstone Ltd;
- 6 **Conflict**: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
- 7 **Continuing Shareholder**: has the meaning given in article 16.1;
- 8 **Deemed Transfer Notice**: a Transfer Notice that is deemed to have been served under any provisions of these Articles;
- 9 **Eligible Director**: any Eligible LCUK Director or any Eligible Investor Director (as the case may be);
- 10 **Eligible LCUK Director**: an LCUK Director who would be entitled to vote on the matter at a meeting of directors (but excluding any LCUK Director whose vote is not to be counted in respect of the particular matter);
- 11 **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);
- 12 **Fair Value**: in relation to shares, as determined in accordance with article 19;
- 13 **Group**: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**;
- 14 **holding company**: has the meaning given in article 1.5;
- 15 **Interested Director**: has the meaning given in article 9.3;
- 16 **Investor Director**: any director appointed to the Company by holders of the Investor Shares;
- 17 **Investor Share**: an ordinary B share of £1 in the capital of the Company designated as an Investor Share.
- 18 **LCUK Director**: any director appointed to the Company by holders of the LCUK Shares;
- 19 **LCUK Share**: an ordinary A share of £1 in the capital of the Company designated as an LCUK Share;

- 20 **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 reference to a numbered Model Article is a reference to that article of the Model Articles;
- 21 **Original Shareholder:** a Shareholder who holds LCUK shares in the Company on the date of adoption of these Articles;
- 22 **Permitted Group:** in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Permitted Group is a **member of the Permitted Group**. Unless the context otherwise requires, the application of the definition of Permitted Group to a company at any time will apply to the company as it is at that time;
- 23 **Permitted Transfer:** a transfer of shares made in accordance with article 17;
- 24 **Permitted Transferee:** in relation to a Shareholder, any member of the same Permitted Group as that Shareholder;
- 25 **Price Notice:** has the meaning given in article 16.2;
- 26 **Proposed Sale Price:** has the meaning given in article 16.1;
- 27 **Purchase Notice:** has the meaning given in article 16.2;
- 28 **Registered Office:** the registered office of the Company shall be at 27 Knightsbridge, London SW1X 7LY, United Kingdom;
- 29 **Sale Shares:** has the meaning given in article 16.1;
- 30 **Seller:** has the meaning given in article 16.1;
- 31 **Share:** means a share in the capital of the Company;
- 32 **Shareholder:** a Shareholder who holds Shares in the Company;
- 33 **Special Majority:** means, in relation a decision of the Board or the Shareholders, as applicable, a decision approved by a three quarters majority of the votes entitled to be cast by the members of the Board or the Shareholders, as applicable;
- 34 **subsidiary:** has the meaning given in article 1.5;
- 35 **Transfer Notice:** a notice in writing given by any Shareholder to the other Shareholder where the first Shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;
- 36 **Valuers:** the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Shareholders or, in the absence of agreement between the Shareholders on the identity of the expert within 10 Business Days of a Shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator);
- 37 **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;
- 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 CA 2006 shall have those 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 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) its nominee.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22 (2), 26 (5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. Directors' meetings

- 3.1 The Shareholders intend there to be a meeting of directors at least once every quarter to be held at a location to be agreed.
- 3.2 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.
- 3.3 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. The directors will try to meet at least monthly.

- 3.4 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless:
- (a) more votes are cast for it than against it; and
 - (b) at least one Eligible LCUK Director and one Eligible Investor Director who is participating in the meeting of the directors or of the committee of the directors have voted in favour of it.
- 3.5 Except as provided by article 3.7, each director has one vote at a meeting of directors.
- 3.6 If at any time before or at any meeting of the directors or of any committee of the directors all LCUK Directors participating or all Investor Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.
- 3.7 If the Shareholders are not represented at any meeting of the directors or of any committee of the directors by an equal number of Eligible LCUK Directors and Eligible Investor Directors (whether participating in person or by an alternate), then one of the Eligible Directors so nominated by the Shareholder who is represented by fewer Eligible Directors shall be entitled at that meeting to such additional vote or votes as shall result in the Eligible Directors so participating representing each Shareholder having in aggregate an equal number of votes.
- 3.8 A committee of the directors must include at least one LCUK 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.
- 4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter.

5. Number of directors

Unless otherwise approved by Special Majority decision of the Shareholders, the number of Directors must not be more than 7.

6. Calling a directors' meeting

- 6.1 Any director may, and at the request of a director, shall, call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one LCUK Director and one Investor Director) to each director or by authorising the Company secretary (if any) to give such notice.
- 6.2 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.

- 6.3 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 in writing.

7. Quorum for directors' meetings

- 7.1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Eligible LCUK Director (or his alternate) and one at least an Eligible Investor Director (or his alternate).
- 7.2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 7.3 If a quorum is not present 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

8. Chairing of directors' meetings

The post of chair of the board of directors will be held in alternate years by an LCUK Director or by an Investor Director. The chairperson shall not have a casting vote. If the chairperson for the time being is unable to attend any meeting of the board of directors, the Shareholder who appointed him or her shall be entitled to appoint another of its nominated directors to act as chair at the meeting.

9. Directors' interests

(Directors' interests in transaction or arrangements with the Company and Director's conflicts of interest)

- 9.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is in any way directly or indirectly interested, that director shall be counted as participating in the decision making process for the quorum and voting purposes provided that the relevant interest either:-
- (a) Has been duly declared in accordance with section 177 or section 182 CA 2006, as the case may require; or
 - (b) Is not required by the terms of either of those sections to be declared.
- 9.2 So long as the relevant interest falls within article 9.1(a) or 9.1(b), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the Company:
- (a) May be party to, or otherwise interested in, any transaction or arrangement with the Company is otherwise (directly or indirectly) interested:
 - (b) Shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of any such matter or proposed matter in which he is interested;
 - (c) 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; and
 - (d) 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.
- 9.3 For the purposes of section 175 of the CA 2006, the Shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching their duty under section 175 of the CA 2006 to avoid conflicts of interest.

- 9.4 The Interested Director must provide the Shareholders with such details as are necessary for the Shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the Shareholders.
- 9.5 Any authorisation by the Shareholders 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 Shareholders 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.
- 9.6 Where the Shareholders authorise a Conflict:
- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Shareholders in relation to the Conflict; and
 - (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA 2006, provided he acts in accordance with such terms and conditions (if any) as the Shareholders impose in respect of their authorisation.
- 9.7 The Shareholders 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.
- 9.8 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, or any other member of such Shareholder's Permitted Group, and no authorisation under article 9.1 shall be necessary in respect of any such interest.
- 9.9 Any LCUK Director or Investor Director shall be entitled from time to time to disclose to the holders of the LCUK Shares (in the case of an LCUK Director) or the holders of the Investor Shares (in the case of a Investor Director) such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one LCUK Shareholder or (as the case may be) Investor Shareholder, the director concerned shall ensure that each of the Shareholders of the same class receives the same information on an equal footing.
- 9.10 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 Shareholders in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 9.11 Subject to sections 177(5) and 177(6) of the CA 2006, 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 CA 2006.
- 9.12 Subject to sections 182(5) and 182(6) of the CA 2006, 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 CA 2006, unless the interest has already been declared under article 9.11.
- 9.13 Subject, where applicable, to any terms, limits or conditions imposed by the Shareholders in accordance with article 9.5, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, 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 to 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 CA 2006)) 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 CA 2006.

10. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

11. Appointment

11.1 Subject to article 11.5, each Shareholder, may for so long as it holds:

- (a) 40% or more of the issued Shares, appoint 2 Directors; and
- (b) 20% or more, but less than 40%, of the issued Shares, appoint 1 Director.

11.2 The right to appoint a Director under article 11.1 includes the right to:

- (a) remove that Director and appoint another person in his or her place; and
- (b) appoint any person to fill a vacancy created where that Director vacates his or her office, whether by law or otherwise.

11.3 A Shareholder(s) exercising its (their) right to appoint a Director must do so by giving notice in writing to the Company and each other Shareholder (**Notice of Appointment**).

11.4 Subject to the satisfaction of the requirements of the law in relation to the consent and eligibility of directors, a person named in a Notice of Appointment becomes a Director on receipt by the Company of the Notice of Appointment and is not subject to retirement by rotation.

11.5 A Shareholder:

- (a) may only appoint a person as Director on the basis that the person may be removed from that office in accordance with these Articles;
- (b) must represent to that person that the person will not be entitled to compensation from the Company as a result of being removed from that office; and
- (c) indemnifies, and must keep indemnified, the Company and each other Shareholder against any loss or claim in connection with that person's removal or resignation from that office.

11.6 No LCUK Director or Investor Director shall be appointed otherwise than pursuant to these Articles, save as provided by law.

12. Removal

12.1 Except as required by law, a Shareholder who appoints a Director has the sole right to remove that Director.

12.2 A Shareholder exercising its right to remove a Director must do so by giving notice in writing to the Company and each other Shareholder (**Notice of Removal**).

12.3 A Notice of Removal will be deemed to have been given in relation to a Director if the person who appointed the Director ceases to be a Shareholder.

12.4 A person named in a Notice of Removal ceases to be a Director immediately upon a Notice of Removal for that Director being given (or deemed to have been given) in accordance with article 12.2 or 12.3.

12.5 If a Shareholder ceases to be the legal holder of any Shares or ceases to be entitled to appoint a Director under article 11.1, it must immediately remove each Director appointed by it by giving a Notice of Removal.

12.6 If a Director is disqualified or prohibited from acting as a Director under these Articles, the CA 2006 or any other law, the office of the Director is vacated and the appointing Shareholder must appoint a replacement director under article 11.1.

12.7 No LCUK Director or Investor Director shall be removed otherwise than pursuant to these Articles, save as provided by law.

13. Alternate Directors

13.1 A Director may, from time to time, with the approval of the Shareholder(s) who appointed that Director (the **Appointor**):

- (a) appoint a person as his or her alternate director (**Alternate Director**); and
- (b) remove or remove and replace any Alternate Director appointed by them.

13.2 Any appointment, removal or replacement of an Alternate Director must be effected by a notice in writing given to the Company and the other Directors. 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.

13.3 Each Alternate Director has all the powers and duties of the Director when acting as an Alternate Director, including the right to attend Board meetings but excluding the power to appoint an Alternate Director. These powers and duties are in addition to any other powers and duties the Alternate Director may have and owe.

13.4 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 his Appointor is a member.

13.5 A person who is an Alternate Director but not a director may, subject to him being an Eligible Director:

- (a) Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and
- (b) 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).

13.6 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.

13.7 An Alternate Director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
- (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

14. Share capital

- 14.1 The capital of the Company shall consist of only of two classes of ordinary shares of £1.00 each; **A Shares** (LCUK Shares) and **B Shares** (Investor Shares) each ranking pari passu with full rights in the Company including voting, entitlement to dividends and distributions in any circumstances (including on a winding up).
- 14.2 Except as otherwise provided in these Articles, the LCUK Shares and the Investor Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 14.3 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.
- 14.4 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 re-designated 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 re-designation 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.

- 14.5 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 14.6 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- (a) any alteration in the Articles;
 - (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
 - (c) any resolution to put the Company into liquidation.
- 14.7 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

15. Share transfers: general

- 15.1 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.
- 15.2 No Shareholder shall transfer any share except:
- (a) with the prior written consent of all Shareholders for the time being; or
 - (b) a Shareholder may transfer all (but not some only) of its shares in the Company to any person for cash and not on deferred terms in accordance with the procedure set out in article 16; or
 - (c) in accordance with article 17; or

(d) in accordance with article 18.

- 15.3 Subject to article 15.4, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 15.4 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any Shareholders' agreement (or similar document) in force between the Shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 15.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006.
- 15.5 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, the directors of any class may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a Shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the Shareholder stating that the Shareholder shall not in relation to those shares held by that Shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the Shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction. Such directors may reinstate these rights at any time.
- 15.6 Any transfer of shares by way of a sale that is required to be made under article 16, article 17 or article 18 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

16. Pre-emption rights on the transfer of shares

- 16.1 Except where the provisions of article 17 or article 18 apply, a Shareholder (**Seller**) wishing to transfer its shares (**Sale Shares**) must give a Transfer Notice to the other Shareholder (**Continuing Shareholder**) giving details of the proposed transfer including:
- (a) if it wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and
 - (b) the price (in cash) at which it wishes to sell the Sale Shares (**Proposed Sale Price**).
- 16.2 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating either:
- (a) that it wishes to purchase the Sale Shares at the Proposed Sale Price (**Purchase Notice**), in which case the Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the Proposed Sale Price; or
 - (b) that the Proposed Sale Price is too high (**Price Notice**).
- 16.3 If, at the expiry of the period specified in article 16.2, the Continuing Shareholder has given neither a Purchase Notice nor a Price Notice, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice (if any) at a price not less than the Proposed Sale Price provided that it does so within 3 months of the expiry of the period specified in article 16.2.

- 16.4 Following service of a Price Notice under article 16.2(b), the Seller and the Continuing Shareholder shall endeavour to agree a price for each of the Sale Shares. If they have not agreed such a price within ten Business Days of the Seller's receipt of a Price Notice, either the Seller or the Continuing Shareholder shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 19. If the Seller and Continuing Shareholder agree a price within the period specified in this article 16.4, the Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the price agreed.
- 16.5 Within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating that the Continuing Shareholder wishes to purchase the Sale Shares at their Fair Value as determined by the Valuers. If, at the expiry of the period specified in this article 16.5, the Continuing Shareholder has not notified the Seller that it wants to buy the Sale Shares, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice (if any) at a price not less than the Fair Value for all of the Sale Shares as determined by the Valuers provided that it does so within 3 months of the expiry of the period specified in this article 16.5.

17. Permitted transfers

- 17.1 A holder of LCUK Shares may at any time transfer all (but not some only) of its shares in the Company to a Permitted Transferee without being required to follow the steps set out in article 16.
- 17.2 A Shareholder holding shares in the Company as a result of a Permitted Transfer made after the date of adoption of these Articles by an Original Shareholder under the provisions of this article 17 may at any time transfer all (but not some only) of its shares back to the Original Shareholder from whom it received those shares or to another Permitted Transferee of such Original Shareholder, without being required to follow the steps set out in article 16.
- 17.3 If a Permitted Transfer has been made to a Permitted Transferee, that Permitted Transferee shall within five Business Days of ceasing to be a member of the Permitted Group transfer all of the shares in the Company held by it to:
- (a) the Original Shareholder from whom it received those shares; or
 - (b) another Permitted Transferee of that Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this article 17.3, the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.

18. Compulsory transfers

- 18.1 A Shareholder is deemed to have served a Transfer Notice under article 16.1 immediately before any of the following events:
- (a) the passing of a resolution for the liquidation of the Shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the Shareholder's Group (the structure of which has been previously approved by the other Shareholder in the Company in writing) in which a new company assumes (and is capable of assuming) all the obligations of the Shareholder; or
 - (b) the presentation at court by any competent person of a petition for the winding up of the Shareholder and which has not been withdrawn or dismissed within seven days of such presentation; or
 - (c) a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the Shareholder, although in the case of a Permitted Transferee that ceases to be a member of the Permitted Group, it shall transfer the shares back to the Original Shareholder from whom it

received those shares or to another Permitted Transferee of such Original Shareholder in accordance with article 17.3 rather than being deemed to have served a Transfer Notice under this article; or

- (d) the issue at court by any competent person of a notice of intention to appoint an administrator to the Shareholder or any other company in the Shareholder's Group, a notice of appointment of an administrator to the Shareholder or any other company in the Shareholder's Group or an application for an administration order in respect of the Shareholder; or
- (e) any step being taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the Shareholder; or
- (f) the Shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
- (g) the Shareholder entering into a composition or arrangement with any of its creditors; or
- (h) any chargor taking any step to enforcing any charge created over any shares held by the Shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- (i) a process having been instituted that could lead to the Shareholder being dissolved and its assets being distributed among the Shareholder's creditors, Shareholders or other contributors; or
- (j) the Shareholder ceasing to carry on its business or substantially all of its business; or
- (k) in the case of the events set out in paragraphs (a), (b), (d) or (e) above, any competent person taking any analogous step in any jurisdiction in which the Shareholder carries on business; or
- (l) the Shareholder committing a material or persistent breach of any Shareholders' agreement to which it is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the other Shareholder requiring such remedy.

18.2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and the price for the Sale Shares shall be the aggregate Fair Value of those shares, determined by the Valuers in accordance with article 19, save that if the Seller is deemed to have given a Transfer Notice as a result of article 18.1(l), the price for the Sale Shares shall be restricted to a maximum of the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares;
- (b) the Seller does not have the right to withdraw the Deemed Transfer Notice following a valuation;
- (c) if the Continuing Shareholder does not accept the offer of shares comprised in the Deemed Transfer Notice within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Seller does not have the right to sell the Sale Shares to a third party and the Company shall be wound up immediately upon the Continuing Shareholder giving notice in writing to the Company to that effect within such 20 Business Day period.

18.3 A Deemed Transfer Notice under article 18.1(l) shall immediately and automatically revoke:

- (a) a Transfer Notice served by the relevant Shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 18.1(l); and
- (b) a Deemed Transfer Notice deemed to be served by the relevant Shareholder under any of the events set out in article 18.1(a) to article 18.1(k) (inclusive) before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 18.1(l).

18.4 If the Seller fails to complete a transfer of Sale Shares as required under this article 18, the Continuing Shareholder is irrevocably authorised to appoint any person it nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder may

reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

19. Valuation

- 19.1 As soon as practicable after deemed service of a Transfer Notice under article 18, the Shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.
- 19.2 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Shareholders in writing of their determination.
- 19.3 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:
- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - (d) the Sale Shares are sold free of all encumbrances;
 - (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
 - (f) to take account of any other factors that the Valuers reasonably believe should be taken into account.
- 19.4 The Shareholders are entitled to make submissions to the Valuers including oral submissions and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the Shareholders may reasonably require.
- 19.5 To the extent not provided for by this article 19, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 19.6 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders in the absence of manifest error or fraud.
- 19.7 Each Shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation (including any fees and costs of any advisers appointed by the Valuers) shall be borne by the Shareholders equally or in such other proportions as the Valuers shall direct.

Decision making by Shareholders

20. Quorum for general meetings

- 20.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of LCUK Shares or a duly authorised representative of such holder and one shall be a holder of Investor Shares or a duly authorised representative of such holder.

- 20.2 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.

21. Chairing general meetings

The chairperson of the board of directors shall chair general meetings. If the chairperson is unable to attend any general meeting, the Shareholder who appointed him or her shall be entitled to appoint another of its nominated directors present at the meeting to act as chair at the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

22. Voting

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 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 except that:

- (a) no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right; and
- (b) subject to article (a) of this exception, in the case of any resolution proposed, any Shareholder voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution.

23. Poll votes

- 23.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.
- 23.2 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.

24. Proxies

- 24.1 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".
- 24.2 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

25. Means of communication to be used

- 25.1 Subject to article 25.2, any notice, document or other information shall be deemed received by the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

- (c) if sent by pre-paid airmail, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service;
- (d) if sent by fax or email, at the time of transmission; or
- (e) 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.

25.2 If deemed receipt under article 25.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information (which, in the case of service by fax or email shall be deemed to be the same place as is specified for service of notices, documents or other information on the relevant recipient by hand or post).

25.3 To prove service, it is sufficient to prove that:

- (a) if delivered by hand, the notice was delivered to the correct address;
- (b) If sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted;
- (c) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (d) if sent by email, the notice was properly addressed and sent to the email address of the recipient.

25.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

26. Indemnity and insurance

26.1 Subject to article 26.2, 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 CA 2006),
 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 26.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

26.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

- 26.3 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.
- 26.4 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.