

Company number 14202392

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BENBOW TRUSTEES LIMITED (the "Trustee")

(Adopted by special resolution passed on 1 July 2022)

INTRODUCTION

1. Interpretation

1.1 In these Articles, unless the context requires otherwise:

Act means the Companies Act 2006;

Adoption Date means the date upon which these articles of association were adopted.

Articles means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) form part of the articles, and Article shall be construed accordingly;

Beneficiary means an Eligible Employee who has been an employee of the Company or a Relevant Group Company for a continuous period of at least 12 months;

Beneficiary Trustee Director has the meaning given to that term in Article 15.1.1;

Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Category means a category of Trustee Director according to Article 15.1;

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Conflict has the meaning given to that term in Article 12.5;

Eligible Trustee Director means a Trustee Director who would be entitled to vote on the matter at a meeting of Trustee Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 12, any Trustee Director whose vote is

not to be counted in respect of the particular matter);

Eligible Employee has the meaning given in section 236J(3) of TCGA (where "C" is BGHL or any other company which is a member of the group of which BGHL is the principal company);

Group means BGHL and any subsidiary of BGHL and "**Group Company**" shall be interpreted accordingly;

Independent Trustee Director has the meaning given to that term in Article 15.1.2;

Interested Trustee Director has the meaning given to that term in Article 12.1;

BGHL means Benbow Group Holdings Limited (Company No. 11626199);

Loan Note Instruments means the agreements entered into on or around the adoption of these Articles (**Relevant Date**) under which the Trustee has agreed to issue loan notes to the Sellers as part of the consideration for the transfer of the entire issued share capital of BGHL to the Trustee on the Relevant Date;

Majority Approval means the approval of more than 50% of the Eligible Trustee Directors;

Members means a person whose name has been entered in the register of members of the Trustee and **Membership** shall be construed accordingly;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 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;

Related in relation to an individual, any of the following:

- (a) parent, grandparent or remoter ancestor by direct line (including in any such case by adoption and step relationships);
- (b) spouse (including common law spouse) or civil partner;
- (c) child or grandchild or remoter issue (including in any such case by adoption and step relationships);
- (d) sibling (including step relationships);
- (e) nephew or niece (including step relationships);
- (f) aunt or uncle (including step relationships);
- (g) great nephew or niece or remoter issue or siblings; or
- (h) great uncle or aunt or remoter ancestor by direct line of an uncle or aunt.;

Relevant Group Company: has the meaning given in section 236J(7) of TCGA 1992, (where "C" is BGHL;

Sellers means John Bailey and Nigel Roberts and **Seller** shall be construed accordingly;

Seller Trustee Director has the meaning given to that term in Article 15.1.3;

special resolution has the meaning given in section 283 of the CA 2006;

subsidiary has the meaning given in section 1159 of the CA 2006;

TCGA 1992 the Taxation of Chargeable Gains Act 1992.

Trust means the Employee Ownership Trust known as "The Benbow Employee Ownership Trust" established by BGHL on or around the date of adoption of these Articles;

Trust Deed means any deed establishing the Trust entered into on or around the date of the adoption of these Articles;

Trustee Director means a director appointed from time to time in accordance with Article 15; and

United Kingdom means Great Britain and Northern Ireland.

- 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 as in force on the date when these Articles become binding on the Trustee shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 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.
2. **Adoption of Model Articles**
 - 2.1 The Model Articles shall apply to the Trustee, except in so far as they are modified or excluded by these Articles.
 - 2.2 Articles 1, 2, 4, 5, 6, 9(1), 9(3), 11(2) and (3), 13, 14(1) to (4) inclusive, 17), 18, 19, 20, 21, 22, 25, 30(2), 31(1)(d), 35, 36, 38 and 39 of the Model Articles shall not apply to the Trustee.
 - 2.3 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the

Company's business".

- 2.4 Model Article 7 (Directors to take decisions collectively) shall be amended by: (i) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 2.5 All references to 'director' in the Model Articles shall be interpreted to mean "Trustee Director" for the purposes of these Articles.

3. Objects and powers

- 3.1 The Trustee was formed solely for the purpose of acting as trustee of the Trust. The object for which the Trustee is established is the administration of the Trust in accordance with the Trust Deed.
- 3.2 The Trustee has the power to do anything to further its objects or that is conducive or incidental to doing so and, in particular, the Trustee has all the powers exercisable by the trustee of the Trust.

4. Application of income and profits

- 4.1 The income and profits of the Trustee from wherever derived shall be applied solely in promoting the Trustee's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise.
- 4.3 Nothing in these Articles shall prevent the payment in good faith by the Trustees of:
 - 4.3.1 reasonable and proper remuneration to any Trustee Director (in accordance with these Articles) or other person for any services rendered to the Trustee;
 - 4.3.2 reasonable out-of-pocket expenses properly incurred by any Trustee Director;
or
 - 4.3.3 the payment of interest or money lent or rent for premises by any Member.

5. Winding up

On the winding-up or dissolution of the Trustee, after provisions has been made for all of its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be distributed or paid to the Member(s) but shall be transferred to another body either with objects similar to those of the Trustee or charitable objects, such body to be determined by resolution of the Members(s) at or before the winding up or dissolution and, subject to such resolution of the Members(s), may be made by made by resolution of the Trustee Directors at or before the time of winding up or dissolution.

6. Liability of Members

- 6.1 The liability of each Member is limited to £1, being the amount each Member undertakes to contribute to the assets of the Trustee in the event of it being wound

up while he is a Member or within one year after he ceases to be a Member, for:

- 6.1.1 payment of the Trustee's debts and liabilities contracted before he ceases to be a Member;
- 6.1.2 payment of the costs, charges and expenses of the winding up; and
- 6.1.3 adjustment of the rights and contributories among themselves.

7. Powers of the Trustee Directors

Subject to the Act and these Articles, the business of the Trustee shall be managed by the Trustee Directors who may exercise all the powers of the Trustee provided that when undertaking, performing or discharging any business in relation to the Trustee. as the trustee of the Trust, the Trustee Directors may only act in accordance with and subject to any requirement imposed by the Trust Deed.

8. Directors' written resolutions

- 8.1 Any Trustee Director may propose a Trustee Directors' written resolution by giving notice in writing of the proposed resolution to each of the other Trustee Directors.
- 8.2 If the Trustee has appointed a company secretary, the company secretary must propose a directors' written resolution if a Trustee Director so requests by giving notice in writing to each of the other Trustee Directors.
- 8.3 Notice of a proposed Trustee Directors' written resolution must indicate:
 - 8.3.1 the proposed resolution; and
 - 8.3.2 the time by which it is proposed that the Trustee Directors should adopt it.
- 8.4 A proposed Trustee Directors' written resolution is adopted when a majority of the Eligible Trustee Directors have signed one or more copies of it, provided that those Trustee Directors would have formed a quorum at a Trustee Directors' meeting were the resolution to have been proposed at such meeting.
- 8.5 Once a Trustee Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Trustee Directors' meeting in accordance with the Articles.

9. Trustee Director meetings

- 9.1 The Trustee Directors shall meet at least three times in each twelve-month period.
- 9.2 Any Trustee Director may call a meeting of the Trustee Directors by giving 1 months' notice of the meeting (or such lesser notice if all the Trustee Directors agree) to the Trustee Directors or by authorising the secretary (if any) to do so.
- 9.3 Notice of a meeting of the Trustee Directors shall be given to each Trustee Director in writing.
- 9.4 A Trustee Director may not appoint an alternate and he shall not delegate any of his

powers or appoint any person to be the agent of the Trustee.

- 9.5 Save as otherwise provided in these Articles, any decision of the Trustee Directors may be made by Majority Approval.

10. Chairperson's casting vote at Trustee Directors' meetings

- 10.1 Each Trustee Directors' meeting shall be chaired by the Independent Trustee Director unless he is not an Eligible Trustee Director in which case the Trustee Directors present shall elect an alternative chairperson.
- 10.2 In the event of a deadlock in respect of a matter upon which the Trustee Directors are voting, they shall use their best endeavours to seek resolution of the deadlock issue at the earliest opportunity.
- 10.3 If resolution of the deadlock is not possible within two Business Days, the person chairing the meeting shall have a casting vote unless such person is a Seller Trustee / Director.

11. Quorum for Trustee Directors' meetings

- 11.1 No meeting of the Trustee Directors shall take place unless a quorum is present.
- 11.2 Subject to Article 11.3, a quorum shall whilst there is more than one and less than four Trustee Directors, be two (including the Independent Trustee Director) and, whilst there are four or more Trustee Directors be 75% of the Trustee Directors (including the Independent Trustee Director).
- 11.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 12 (Directors' conflicts of interests) to authorise a Trustee Director's Conflict, if there is only one Eligible Trustee Director in office, the quorum for such meeting (or part of a meeting) shall be one Trustee Director.

12. Trustee Directors' conflicts of interests

- 12.1 Subject to Article 12.2 and 12.5, if a proposed decision of the Trustee Directors is concerned with an actual or proposed transaction or arrangement with the Trustee in which a Trustee Director is interested (**Interested Director**), that Trustee Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 12.2 A Trustee Director who is interested in an actual or proposed transaction or arrangement with the Trustee is to be counted as participating in the decision-making process for quorum and voting purposes if this conflict arises:
- 12.2.1 by reason only of the fact that the Trustee Director is an employee of a Group Company or a Seller;
- 12.2.2 by reason only of the fact that the Trustee Director is a Member;
- 12.2.3 from a guarantee given, or to be given, by or to a Trustee Director in respect of an obligation incurred by or on behalf of the Trustee or arrangements pursuant to which benefits are made available to employees or former

employees of a Group Company which do not provide special benefits for the Trustee Directors or former Trustee Directors.

- 12.3 Subject to Article 12.5, If a question arises at a meeting of Trustee Directors as to the right of a Trustee Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson whose ruling in relation to any Trustee Director (other than the chairperson) is final.
- 12.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the Trustee Directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting and quorum purposes.
- 12.5 The Trustee Directors may, in accordance with the requirements set out in this Article 12, authorise any matter proposed to them by any Trustee Director which would, if not authorised, involve a Trustee Director breaching his duty under section 175 of the Act to avoid a situation in which such Trustee Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Trustee and which may reasonably be regarded as likely to give rise to a conflict of interest (such matter being hereinafter referred to as a **Conflict**).
- 12.6 A Trustee Director seeking authorisation in respect of a Conflict shall declare to the other Trustee Directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The Trustee Director shall provide the other Trustee Directors with such details of the relevant matter as are necessary for the other Trustee Directors to decide how to address the Conflict, together with such other information as may be requested by the other Trustee Directors.
- 12.7 Any authorisation under this Article 12 will be effective only if:
 - 12.7.1 the matter in question shall have been proposed by a Trustee Director for consideration at a meeting of Trustee Directors in the same way that any other matter may be proposed to the Trustee Directors under the provisions of these Articles or in such other manner as the Trustee Directors may determine;
 - 12.7.2 any requirement as to the quorum at the meeting of the Trustee Directors at which the matter is considered is met without counting the Trustee Director in question and any other Interested Trustee Director(s); and
 - 12.7.3 the matter was agreed to without the Trustee Director and any other Interested Trustee Director(s) voting or would have been agreed to if their votes had not been counted.
- 12.8 Any authorisation of a Conflict under this Article 12 may (whether at the time of giving the authorisation or subsequently):
 - 12.8.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 12.8.2 be subject to such terms and for such duration, or impose such limits or

conditions as the Trustee Directors may determine; or

12.8.3 be terminated or varied by the Trustee Directors at any time. This will not affect anything done by the Trustee Director prior to such termination or variation in accordance with the terms of the authorisation.

12.9 In authorising a Conflict the Trustee Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee Director has obtained any information through his involvement in the Conflict otherwise than as a Trustee Director of the Trustee and in respect of which he owes a duty of confidentiality to another person the Trustee Director is under no obligation to:

12.9.1 disclose such information to the Trustee Directors or to any Trustee Director or other officer or employee of the Trustee; or

12.9.2 use or apply any such information in performing his duties as a Trustee Director, where to do so would amount to a breach of that confidence.

12.10 Where the Trustee Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Trustee Director:

12.10.1 is excluded from discussions (whether at meetings of Trustee Directors or otherwise) related to the Conflict;

12.10.2 is not given any documents or other information relating to the Conflict; and

12.10.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Trustee Directors in relation to any resolution relating to the Conflict.

12.11 Where the Trustee Directors authorise a Conflict:

12.11.1 the Trustee Director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the Trustee Directors in relation to the Conflict; and

12.11.2 the Trustee Director will not infringe any duty he owes to the Trustee by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and/or conditions (if any) as the Trustee Directors impose in respect of its authorisation.

12.12 A Trustee Director is not required, by reason of being a Trustee Director (or because of the fiduciary relationship established by reason of being a Trustee Director), to account to the Trustee for any remuneration, profit or other benefit which he receives as Trustee Director or other officer or employee of the Trustee's subsidiaries or of any other body corporate in which the Trustee is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustee Directors or by the Trustee in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

13. Records of decisions to be kept

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

14. Number of Trustee Directors

14.1 Subject to Articles 14.2, 14.3 and 15.1, the number of Trustee Directors shall be not less than three.

14.2 Where following the Relevant Date, the number of Trustee Directors falls below three the number of Trustee Directors may be reduced for a period of no more than two months until the number has increased to three. During such two month period, the continuing Trustee Directors shall be entitled to act and to exercise any discretion or power as Trustee Directors but thereafter may only take such steps as is necessary to secure the appointment of additional Trustee Directors such that the requirements of Article 15.1 are met, following which their ability to act and to exercise any discretion or power shall be reinstated.

14.3 If the number of Trustee Directors falls below three because there is no individual within a particular Category available or willing to act as a Trustee Director, the number of Trustee Directors may be less than three until such time as a Trustee Director within that Category is appointed.

14.4 If the number of Trustee Directors falls below three because there is no Seller Trustee Director, the number may be less than three without time limit.

15. Appointment of Trustee Directors

15.1 Subject to Articles 15.2 to 15.5, from the date of the adoption of these Articles and for so long at the Trustee is a trustee of the Trust at all times the Trustee Directors shall comprise the following Categories:

15.1.1 for the first 12 months following the date of the execution of this Trust Deed, a Beneficiary chosen by BGHL who shall be a non-management senior employee of a Group Company but neither a Seller nor a person Related to a Seller and, thereafter, for so long as there is one willing to act (and subject to Article 15.2), one Beneficiary selected by the Beneficiaries under a ballot organised by the board of Trustee Directors (in accordance with rules to be determined by the board of Trustee Directors) from at least two candidates nominated by the board of Trustee Directors following consultation with the Beneficiaries, who shall be a non-management senior employee of a Group Company but neither a Seller nor a person Related to a Seller PROVIDED THAT in the event of there:

- a. being only one Beneficiary willing to act, such Beneficiary shall be appointed without the need for selection by the Beneficiaries via a ballot; and
- b. not being a Beneficiary willing to act, the Board of Trustees may appoint another individual who shall not be required to be a Beneficiary (but who shall not be a Seller nor a person Related to a Seller) and who may

act as a Trustee or Trustee Director until such time as there is a Beneficiary willing to be appointed under this Category,

(the **Beneficiary Trustee / Director**);

15.1.2 at least one individual appointed by the other members of the board of Trustee Directors, who shall not be:

- a. an Eligible Employee; or
- b. a director or member of the senior management team of a Group Company; or
- c. a Seller; or
- d. Related to any individual who falls in any of the above categories,

(**Independent Trustee Director**); and

15.1.3 one individual, who:

- a. initially shall be John Bailey and, thereafter (until all amounts due to the Sellers under the Loan Note Instruments have been paid in full), such other Seller as the Sellers shall nominate; or
- b. if no Seller is nominated (or the incumbent ceases to hold office in accordance with these Articles), a member of the management team of BGHL appointed by BGHL if it considers appropriate,

(**Seller Trustee / Director**)

15.2 In the event that:

15.1.4 two candidates are nominated in accordance with Article 15.1.1 and the candidate chosen by the Beneficiaries, in accordance with the ballot, declines to accept the appointment as Beneficiary Trustee Director, the other candidate shall, if he or she is still willing to act and continues to meet the eligibility requirements of a Beneficiary Trustee Director as set out in Article 15.1.1, be appointed as the Beneficiary Trustee Director; or

15.1.5 more than two candidates are nominated in accordance with Article 15.1.1 and the candidate chosen by the Beneficiaries, in accordance with the ballot, declines to accept the appointment as Beneficiary Trustee Director and at least two of the other candidates are still willing to act and continue to meet the eligibility requirements of a Beneficiary Trustee Director as set out in Article 15.1.1, the Beneficiaries shall select the Beneficiary Trustee Director from such candidates pursuant to a further ballot carried out in accordance with Article 15.1.1, and

in each case such Beneficiary Trustee Director's appointment shall hold office in accordance with the term set out in Article 15.4.

15.3 A Trustee Director may be resident in the United Kingdom or any other country for the

purposes of taxation, but no step shall be taken which would make the Trustee resident outside the United Kingdom.

15.4 A Trustee Director shall cease to hold office on the occurrence of the first of the following events:

15.4.1 the following anniversaries of his appointment:

- a. in relation to a Beneficiary Trustee Director, the third anniversary;
- b. in relation to any Independent Trustee Director, the third anniversary;
- c. in relation to any Seller Trustee Director, other than a Seller or a person appointed by a Seller, the fourth anniversary;

15.4.2 his continuation would mean that the Trustee is no longer resident in the United Kingdom for the purposes of United Kingdom taxation;

15.4.3 he ceases to be a Trustee Director by virtue of any provision of the Act or he becomes prohibited by law from being a Trustee Director;

15.4.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

15.4.5 a registered medical practitioner who is treating that person gives a written opinion to the Trustee stating that that person has become physically or mentally incapable of acting as a Trustee Director and may remain so for more than three months; or

15.4.6 with Majority Approval the board of Trustee Directors resolves that he is incapable of carrying out his duties as a Trustee Director, has engaged in activities inconsistent with those duties or is not a fit and proper person to be a Trustee Director; or

15.4.7 he fails to attend two successive meetings of the board of Trustee Directors despite a notice being given to him (via a postal letter to his address notified from time to time to the Trustee) prior to the second meeting that the provisions of this rule might apply and with Majority Approval the board of Trustee Directors resolves that their office should be vacated; or

15.4.8 he resigns his office by 30 days' written notice to the Trustee and to the board of Trustee Directors; or

15.4.9 if he is a Beneficiary Trustee Director or an Independent Trustee Director and he no longer meets the requirements of Articles 15.1.1 or 15.1.2 (respectively); or

15.4.10 if he is a Seller Trustee Director who is a Seller, three months following the date when all amounts due to the Sellers under the Loan Note Instruments have been paid in full; or

15.4.11 it is otherwise necessary to ensure compliance with the Trust Deed.

- 15.5 Each Trustee Director, however appointed, shall become a Member immediately following his appointment as a Trustee Director and for so long as he holds office with the Trustee. Upon cessation as a Trustee Director, a person shall cease to be a Member.

16. Independent Trustee Director

- 16.1 An Independent Trustee Director shall be appointed by a resolution of the board of Trustee Directors. In the event that an Independent Trustee Director has given notice to the Trustee of his intention to resign from office as an Independent Trustee Director, a replacement Independent Trustee Director shall be appointed by a resolution of the board of Trustee Directors prior to the resignation of the incumbent Independent Trustee Director.
- 16.2 No person shall be appointed to hold office as an Independent Trustee Director unless he meets the criteria to hold office set out in Article 15.1.2 and has confirmed his willingness to hold such office.
- 16.3 An Independent Trustee Director may be appointed a Trustee Director upon such terms as to remuneration and otherwise as may be agreed at the time of his appointment by the Trustee and the Independent Trustee Director provided always that such an appointment shall be valid only if the terms provide that such Independent Trustee Director may be removed at any time in accordance with these Articles.
- 16.4 An Independent Trustee Director shall automatically cease to hold office as a Trustee Director if he retires under Article 15.4.1 or becomes a director or employee of BGHL or the board of Trustee Directors resolve that his independence has been compromised for any reason and give notice in writing to that effect to such Independent Trustee Director.
- 16.5 An Independent Trustee Director retiring in accordance with Article 15.4.1 shall be eligible for reappointment to fill the vacancy.

17. Beneficiary Trustee Director

- 17.1 A Beneficiary Trustee Director shall be appointed in accordance with article 15.
- 17.2 No person shall be appointed to hold office as a Beneficiary Trustee Director unless he meets the criteria to hold office set out in Article 15.1.1 and has confirmed his willingness to hold such office.
- 17.3 A Beneficiary Trustee Director shall automatically cease to hold office as a Trustee Director if he gives or receives notice of termination of employment with a Group Company or ceases for any other reason to be an employee of a Group Company or retires in accordance with Article 15.4.1.
- 17.4 A Beneficiary Trustee Director retiring in accordance with Article 15.4.1 shall be eligible for reappointment to fill the vacancy.

18. Trustee Directors' remuneration

- 18.1 Except as provided in Article 16.3, the Trustee Directors are not entitled to

remuneration for their service to the Trustee in their capacity as Trustee Directors.

- 18.2 An Independent Trustee Director is not accountable to the Trustee for any remuneration which he receives in accordance with Article 16.3.

19. Trustee Directors' Expenses

The Trustee may pay any reasonable expenses which the Trustee Directors properly incur in connection with their attendance at meetings of Trustee Directors, general meetings and otherwise in connection with the exercise of their powers and the discharge of their responsibilities to the Trust.

20. Appointment and removal of secretary

The Trustee Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the Trustee Directors so decide, appoint a replacement, in each case by a decision of the Trustee Directors.

21. Change of company name

The Trustee's name may be changes by a unanimous decision of the Trustee Directors, a special resolution of the Members or otherwise in accordance with the Act.

22. Application for Membership

No person may become a member of the Trustee unless that person is or is shortly to become a Trustee Director or that person has completed an application for membership in a form approved by the Trustee Directors and the Trustee Directors have approved the application.

23. Termination of Membership

23.1 Membership will terminate:

23.1.1 when a Member gives 20 Business Days' notice to the Trustee in writing (or such lesser notice as agreed between the Trustee and the resigning Member) provided always that a sole Member of the Trustee may not withdraw membership of the Trustee before the appointment of one or more other Members;

23.1.2 when that person does or ceases to exist;

23.1.3 upon written notice served by the Trustee Directors in accordance with Articles 23.2; or

23.1.4 when a Member ceases to be a Trustee Director.

- 23.2 The Trustee Directors may terminate the Membership of any member without their consent by giving the Member written notice if, in the reasonable opinion of the Trustee Directors, the Member:

23.2.1 is guilty of conduct which has or is likely to have a serious adverse effect on

the Trustee or bring the Trustee or any or all of the Members and Trustee Directors into disrepute; or

23.2.2 has acted or has threatened to act in a manner which is contrary to the interests of the Trustee as a whole; or

23.2.3 has failed to observe the terms of these Articles.

23.3 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The Trustee Directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Trustee Directors to terminate the Membership of a Member.

23.4 Membership of the Trustee is not transferable.

23.5 Following termination, the Member shall be removed from the Register of Members.

24. Attendance and speaking at General Meetings

24.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

24.2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and that person's vote can be taken into account when determining whether or not such resolutions are passed at the same time as the votes of all other persons attending the meeting.

24.3 The Trustee Directors may make whatever arrangement they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

24.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

24.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

25. Quorum for General Meetings

25.1 If the Trustee has only one Member, every resolution of the Member shall be passed as a written resolution in accordance with Chapter 2 Part 13 of the Act.

25.2 If the Trustee has more than one member, no business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum and for these purposes a quorum shall be any number of members being more than one-half of the Members.

26. Chairing General Meetings

26.1 If the Trustee has more than one Member and the Trustee Directors have appointed a chairperson, the chairperson shall chair general meetings of members if present and willing to do so.

26.2 If the chairperson is unwilling to chair such meeting or is not present within ten minutes of the time at which such meeting was due to start the Trustee Directors present must appoint a Trustee Director or Member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

27. Adjournment

27.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.

27.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment or it appears to the chairperson of the meeting that the adjournment is necessary to protect safety of any other person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.

27.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.

27.4 When adjourning a general meeting, the chairperson must either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustee Directors and have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

27.5 If the continuation of an adjourned meeting is to take place more than 10 Business Days after it was adjourned, the Trustee must give at least 7 Clear Days' notice of it:

27.5.1 to the same persons to whom the notice of the Trustee's general meetings is required to be given; and

27.5.2 containing the same information which such notice is required to contain.

27.6 No business may be transacted at an adjourned meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

28. Voting: general

28.1 Subject the Act, at any general meeting, on a show of hands, every Member who is present in person (or by proxy) shall, on a show of hands or on a poll, have one vote.

28.2 Notwithstanding any other provision in these Articles, it is the duty of each Member to exercise its powers in its capacity as a Member in the way it decides in good faith would be most likely to further the Trustee's objects.

29. Poll votes

29.1 A poll may be demanded at any general meeting by any qualifying person (as defined

in section 318(3) of the Act) present and entitled to vote.

- 29.2 Model Article 30(3) 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.

30. Proxies

- 30.1 Model Article 31(1)(d) 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 the general meeting (or adjourned meeting) to which they relate".

- 30.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Trustee Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

31. Means of communication to be used

- 31.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

31.1.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

31.1.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

31.1.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

31.1.4 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.

- 31.2 For the purposes of this Article 31, no account shall be taken of any part of a day that is not a working day.

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

32. Inspection of accounts and other records

- 32.1 Any Member of the Trustee shall have the right to inspect any of the Trustee's accounting or other records or documents on giving reasonable notice to the Trustee Directors.

- 32.2 Subject to Article 32.1, except as provided by law or authorised by the Trustee Directors or an ordinary resolution of the Trustee, no person is entitled to inspect any of the Trustee's accounting or other records or documents.

33. Indemnity and insurance

33.1 Subject to Article 33.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

c. in the actual or purported execution and/or discharge of his duties, or in relation to them; and

d. 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 Trustee's (or any associated company's) affairs; and

33.1.2 the Trustee 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 33.1.1d and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

33.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

33.3 The Trustee Directors may decide to purchase and maintain insurance, at the expense of the Trustee, for the benefit of any relevant officer in respect of any relevant loss.

33.4 In this Article:

35.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

35.4.2 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 Trustee, any associated company or any pension fund or employees' share scheme of the Trustee or associated company; and

35.4.3 a **relevant officer** means any Trustee Director or other officer or former Trustee Director or other officer of the Trustee, but excluding in each case any person engaged by the Trustee (or associated company) as auditor (whether or not he is also a Trustee Director or other officer), to the extent he acts in his capacity as auditor).

34. Controlling Interest Requirement

34.1 Notwithstanding any other provisions of these Articles, no power, right, restriction or other provision of these Articles shall be interpreted or operate in such a way as to:

- 34.1.1 prevent the Trustee (in its capacity as trustee of the Trust) from meeting and continuing to meet the Controlling Interest Requirement in respect of the Company; and/or
 - 34.1.2 otherwise cause the Relief Requirements to not be met or cease to be met in respect of the disposal of the entire issued share capital of the Company to the Trustee on or around the Adoption Date.
- 34.2 "**Controlling Interest Requirement**" has the same meaning as it does in the Taxation of Chargeable Gains Act 1992 (**TCGA 1992**) (see, in particular, s.236M and s.236T) and "**Relief Requirements**" means the requirements set out in TCGA 1992, s.236H(4) (interpreted in accordance with that legislation).