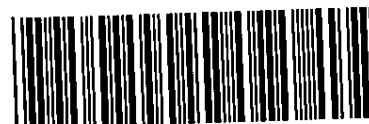


Company No: SC381569

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THE COMPANIES ACT 2006

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COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTION

of

OAKRIDGE (GROUP) LIMITED (Company)

Circulated on 15 June 2015 (Circulation Date)

The following resolution is a copy of a special resolution and an ordinary resolution of the Company passed by the sole member of the Company entitled to vote on the Circulation Date:

**BY SPECIAL RESOLUTION:**

1. That the Company adopt new Articles of Association in the form of the draft Articles of Association attached to this special written resolution (the New Articles) in substitution for and to the entire exclusion of the existing Articles of Association of the Company.

**BY ORDINARY RESOLUTION:**

2. "Subject to the passing of resolution one above, that the 51,000 Ordinary shares of £0.01 each in the capital of the Company be redesignated as 51,000 'A' Ordinary shares of £0.01 each in the Company, having the rights and restrictions as set out in the New Articles.

Signed for on behalf of Oakridge (Group) Limited as follows:

Director

15 JUNE 2015  
(Date)

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**OAKRIDGE (GROUP) LIMITED**  
(as adopted by Special Resolution passed on 16 June 2015)



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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**OAKRIDGE (GROUP) LIMITED**

(as adopted by Special Resolution passed on 15 June 2015)

**I     INTERPRETATION**

**1.1   Defined Terms**

In these Articles, unless the context requires otherwise:

**"A Director"** means a director appointed by the A Ordinary Shareholder(s) and holding office pursuant to Article 7.3.1;

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

**"A Shareholder"** means a Holder of an A Ordinary Share;

**"Act"** means the Companies Act 2006;

**"Acting in Concert"** shall have the meaning given to it in and shall be construed in accordance with the City Code on Takeovers and Mergers as if it applied in the relevant case;

**"Associated Company"** means any holding company or subsidiary company of the Company or any company which is a subsidiary of a holding company of the Company;

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

**"B Shareholder"** means a Holder of a B Ordinary Share;

**"Backstop Date"** means the date falling on the fifth anniversary of the date of adoption of these Articles;

**"Bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;

**"Beneficial Shareholder"** means the person beneficially entitled to Shares held by a nominee or bare trustee on his behalf;

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

**"C Shareholder"** means a Holder of a C Ordinary Share;

**"Chairman"** means the person appointed as chairman of the board of Directors in accordance with Article 5.5;

**"Chairman of the meeting"** has the meaning given in Article 16.3.3;

**"Compulsory Purchase Interest"** means Shares (or the beneficial interest in Shares) which confer in aggregate on the Holders thereof 75 per cent or more of the total voting rights conferred by all the Shares in issue at the relevant time and conferring the right to vote at all general meetings of the Company;

**"Concert Party"** means any person with which any relevant person is Acting in Concert or would be so if the City Code on Takeovers and Mergers applied in the relevant case;

**"Connected Person"** means connected persons as defined by Sections 1122 and 1123 of the Corporation Tax Act 2010 and any Privileged Relations of these Connected Persons;

**"Controlling Interest"** means Shares (or the beneficial interest in Shares) which confer in aggregate on the Holders thereof more than 50 per cent of the total voting rights conferred by all the Shares in the capital of the Company for the time being in issue;

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

**"D Shareholder"** means a Holder of a D Ordinary Share;

**"Deferred Share"** means a deferred share of £0.01 in the capital of the Company;

**"Director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**"Distribution Recipient"** has the meaning given in Article 9.5.2;

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

**"E Shareholder"** means a Holder of an E Ordinary Share;

**"Eligible Director"** means a Director eligible to be counted in a quorum for a Directors' meeting in respect of a particular matter and to vote on such matter to be considered at a Directors' meeting;

**"Family Trust"** means in relation to any individual member or deceased individual member a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or under a testamentary disposition or on an intestacy)

which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that member and/or a Privileged Relation of that member and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees of such trust as trustees or such member or his Privileged Relation;

**"First Cordiner Loan"** means the loan of an initial amount of £693,000 provided by Mr William Neil Cordiner and Sonya Cordiner to Oakridge Property Limited, as recorded in writing by a loan agreement between Mr William Neil Cordiner and Sonya Cordiner and Oakridge Property Limited dated on or around the date hereof;

**"First Trust Fund Loan"** means the loan of an initial amount of £925,000 provided by Mr William Neil Cordiner and Sonya Cordiner and others as the trustees of the Cordiners Children Trust Fund to Oakridge Property Limited, as recorded in writing by a loan agreement between Mr William Neil Cordiner and Sonya Cordiner and others as the trustees of the Cordiners Children Trust Fund and Oakridge Property Limited dated on or around the date hereof;

**"Fully Paid"** in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid or credited as paid to the Company;

**"Good Leaver Reason"** means, in respect of an employee or director of any of the Group, one or more of the following:

- (a) the employee or director being dismissed by reason of injury, ill-health or disability (save for injury, ill-health or disability which arises as a result of an abuse of drink or drugs) evidenced to the satisfaction of the Directors;
- (b) the employee or director ceases to be employed or hold office as a result of his death;
- (c) the dismissal of the employee for reasons of redundancy within the meaning of the Employment Rights Act 1996;
- (d) the resignation of the director/employee by mutual agreement between the Company or any subsidiary of the Company and the director/employee;
- (e) the Company with which he holds office or employment ceasing to be a member of the Group;
- (f) the fact that the office or employment relates to a business or part of a business which is transferred to a Company which is not a member of the Group;
- (g) the employee being dismissed in breach of his contract of employment;
- (h) such other events or circumstances as the Directors consider, in their discretion, to be appropriate;

**"Group"** means the Company and each and every company which is from time to time a subsidiary;

**"Holder"** in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

**"Leaver"** shall mean Mr William Neil Cordiner, in the case that he:

- (a) ceases to be an employee or director of any member of the Group, including, for the avoidance of doubt, by reason of death, retirement or resignation; or
- (b) is in material breach of the terms of either the shareholders' agreement in respect of the Company or his contract of employment with the relevant member of the Group;

**"Loans"** means the First Trust Fund Loan, the Second Trust Fund Loan, the First Cordiner Loan and the Second Cordiner Loan;

**"member"** means a member of the Company;

**"Member of Same Group"** means, in relation to any company, a company which is for the time being the ultimate holding company of such company or a subsidiary of any such holding company;

**"Ordinary Resolution"** has the meaning given in Section 282 of the Act;

**"Ordinary Shares"** means the ordinary shares of £0.01 each in the capital of the Company having the rights set out in Article 9.1;

**"Price"** means the price for the sale of Shares as established pursuant to Article 12.2;

**"Privileged Relation"** means in relation to an individual member or deceased or former individual member the grandparents, parents, spouse or widow or widower of the member and all the lineal descendants of the member and a spouse or widower or widow of any of the above persons and for such purposes a stepchild or adopted child or illegitimate child shall be deemed to be a lineal descendant of such person;

**"Proxy Notice"** has the meaning given in Article 17.4;

**"Relevant Date"** means:

- (a) for so long as Mr William Neil Cordiner is not a Leaver, the date of receipt of (in aggregate) £3,017,942 due under the Loans; or
- (b) if Mr William Neil Cordiner is a Leaver, the date of receipt of (in aggregate) £2,414,354 due under the Loans;

**"Relevant Shares"** means (so far as the same remain for the time being held by any Privileged Relation or the trustees of any Family Trust or by any Transferee Company or by any nominee or bare trustee) the Shares originally acquired by such Privileged Relation or trustees or Transferee Company or nominee or bare trustee and any additional Shares issued to such Privileged Relation or trustees or Transferee Company or nominee or bare trustee by way of capitalisation, subdivision or consolidation or acquired by such person in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred;

**"Second Cordiner Loan"** means the loan of an initial amount of £352,000 provided by Mr William Neil Cordiner and Sonya Cordiner to Oakridge (Edgehead) Limited, as recorded in writing by a loan agreement between Mr William Neil Cordiner and Sonya Cordiner and Oakridge (Edgehead) Limited dated on or around the date hereof;

**"Second Trust Fund Loan"** means the loan of an initial amount of £400,000 provided by Mr William Neil Cordiner and Sonya Cordiner and others as the trustees of the Cordiners Children Trust Fund to Oakridge (Edgehead) Limited, as recorded in writing by a loan agreement between Mr William Neil Cordiner and Sonya Cordiner and others as the trustees of the Cordiners Children Trust Fund and Oakridge (Edgehead) Limited dated on or around the date hereof;

**"Settlor"** includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member;

**"Shareholder"** means a person who is the Holder of a Share;

**"Shares"** means shares in the capital of the Company;

**"Special Resolution"** has the meaning given in Section 283 of the Act;

**"Subsidiary"** means any company which is for the time being a subsidiary (as defined in Section 1159 of the Act) of the Company and a company shall be treated for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), 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) whether by way of security or in connection with the taking of security, or (b) its nominee;

**"Third Party Purchaser"** means any person who is not a party to a shareholders' agreement (or similar document) in force between the shareholders from time to time or a person connected with such a party;

**"Transferee Company"** means a company for the time being holding Shares in consequence, directly or indirectly, of a transfer or series of transfers of Shares between Members of the Same Group;

**"Transferor Company"** means a company (other than a Transferee Company) which has transferred or proposes to transfer Shares to a Member of the Same Group (and in the case of a series of transfers the relevant Transferor Company for the purposes of determining whether any company shall be or shall have ceased to be a Member of the Same Group shall be the first transferor in such series);



**“Transfer Notice”** has the meaning given in Article 12.1; and

**“Transmittee”** means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law.

## **Construction**

- 1.1.1 References to a document being executed include references to its being executed under hand or under seal or by electronic signature or by any other method and references to a document or instrument include references to any information in visible form whether having physical substance or not.
- 1.1.2 References to writing include references to any visible substitute for writing, including by way of an electronic communication, and to anything partly in one visible form and partly in another visible form.
- 1.1.3 Words denoting the singular number include the plural number and *vice versa*; words denoting the masculine gender include the feminine gender; and words denoting persons include any company, corporate body, partnership, firm, government authority or society (whether incorporated or not).
- 1.1.4 Unless the context otherwise requires, words or expressions contained in these Articles which are not defined in Article 1.1 but are defined in the Act have the same meaning as in the Act (but excluding any modification of the Act not in force at the date of adoption of these Articles).
- 1.1.5 Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation include any modification or re-enactment of that provision for the time being in force.
- 1.1.6 Headings are inserted for convenience only and do not affect the construction of these Articles.
- 1.1.7 References to any Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept shall, in respect of any jurisdiction other than Scotland, be deemed to include the legal concept which is most nearly approximates in that jurisdiction to the Scottish legal term.
- 1.2 These Articles exclude the model articles prescribed by the Companies (Model Articles) Regulation 2008.
- 2 **LIMITATION OF LIABILITY**
- 2.1 **Liability of members**

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

### **3 DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **3.1 Directors' general authority**

Subject to these Articles, the Directors are responsible for the management of the Company's business and the Directors may exercise all the powers of the Company.

#### **3.2 Shareholders' reserve power**

3.2.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action or actions.

3.2.2 No Special Resolution directing the Directors to take or refrain from taking a specified action or specified actions shall invalidate anything done by the Directors, before the passing of the Special Resolution, which would have otherwise be valid.

#### **3.3 Directors may appoint agents**

Subject to these Articles, the Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company on such terms and conditions as the Directors determine, including authority for the agent to delegate all or any of his powers and the Directors may at any time revoke any appointment in whole or in part.

#### **3.4 Directors may delegate**

3.4.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles to any committee consisting of one or more Directors or to any Director holding any executive office.

3.4.2 Unless the Directors specify otherwise, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated to any employee or agent of the Company.

3.4.3 Any delegation may be made subject to such terms and conditions as the Directors may specify and the Directors may at any time revoke any delegation in whole or part, or alter its terms and conditions.

#### **3.5 Committees**

3.5.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

3.5.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

#### **3.6 Offices including the title "Director"**

The Directors may appoint any person to any office or employment having a designation or title including the word "Director" or attach such a designation or title to any existing office or employment with the Company and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "Director" in the designation or title of any such office or employment shall not imply that the holder is a Director of the Company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a Director of the Company for any of the purposes of these Articles.

#### **4 DECISION MAKING BY DIRECTORS**

##### **4.1 Directors to take decisions collectively**

4.1.1 Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 4.2.

4.1.2 If the Company only has one Director, Article 4.1.1 does not apply, and the sole Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

##### **4.2 Unanimous decisions**

4.2.1 A decision of the Directors is taken in accordance with this Article 4.2 when all Eligible Directors unanimously agree on such a decision.

4.2.2 Such a decision shall take the form of a resolution in writing, a copy of which have been signed by each Eligible Director, or several copies of which has been signed by one or more Eligible Directors, or to which each Eligible Director has otherwise indicated agreement in writing.

4.2.3 References in these Articles to Eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

4.2.4 A decision may not be taken in accordance with this Article 4.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting convened to consider the decision.

##### **4.3 Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the relevant date of all proceedings at Directors' meetings and of committees of Directors (including the names of the Directors present at each such meeting) and of all decisions otherwise made or considered by Directors.

##### **4.4 Directors' discretion to make further rules**

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

## **5 DIRECTORS' MEETINGS**

### **5.1 Frequency**

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

### **5.2 Calling a Directors' meeting**

5.2.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

5.2.2 Notice of any Directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place;
- (c) the agenda of the business to be transacted (together with, where practicable, all papers relating to the business to be considered); and
- (d) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

5.2.3 Save where urgent business arises and such period of notice is impracticable, a minimum of seven days notice of a Directors' meeting must be given to each Director and shall be in writing.

5.2.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice in writing of that meeting, by giving notice to that effect to the Company prior to the date of the meeting or not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **5.3 Participation in Directors' meetings**

5.3.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with these Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

5.3.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other, provided that all parties participating in the Directors' meeting can

speaking to and be heard by all those participating in the meeting simultaneously.

- 5.3.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **5.4 Quorum for Directors' meetings**

- 5.4.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 5.4.2 The minimum quorum for Directors' meetings shall, subject to Article 5.4.4, be two Eligible Directors, of which one shall be an A Director.
- 5.4.3 The Shareholders may agree by unanimous resolution to vary from time to time the quorum requirements set out in Article 5.4.2.
- 5.4.4 Where the Company has a sole Director or only one Director is eligible to be counted in the quorum and vote on a matter, the quorum is one.

#### **5.5 Chairing of Directors' meetings**

- 5.5.1 The A Shareholders shall be entitled, as a class, to appoint a Director to chair Directors' meetings.
- 5.5.2 The person so appointed for the time being is known as the Chairman.
- 5.5.3 The A Shareholder may terminate the Chairman's appointment at any time.

#### **5.6 Chairman's votes**

The Chairman shall have three votes.

### **6 DIRECTOR'S INTERESTS**

#### **6.1 Disclosure of Director's Interests**

- 6.1.1 Subject to the provisions of the Act and provided he has in accordance with the Act disclosed to the Directors the nature and extent of any direct or indirect interest of his, a Director notwithstanding his office:
- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is any way interested;
  - (b) may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

- (c) may (and any firm or company or limited liability partnership of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- (d) shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (e) shall be entitled to vote and be counted in the quorum on any matter set out in this Article.

## **6.2 Director's Conflict of Interest**

**6.2.1** The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisations) authorise, to the fullest extent permitted by law:

- (a) any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including conflict of interest and duty or conflict of duties);
- (b) a Director to accept or continue in any office, employment or position in addition to his office as a Director and without prejudice to Article (a) may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that for this purpose the Director in question and any other interested Director are not counted in the quorum at any Directors' meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

**6.2.2** If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 6.2 then:

- (a) the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;

(b) the Director may absent himself from Directors' meetings at which anything relating to that matter, or that office, employment or position, will or may be discussed; and

(c) the Director may make such arrangement as such Director thinks fit for Directors' meeting and committee papers to be received and read by a professional adviser on behalf of that Director.

6.2.3 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the Directors under Article 6.2 (subject always in any such case to any limits or conditions to which such approval was subject).

6.2.4 Article 6.2 is without prejudice to the operation of Article 6.1.

## **7 APPOINTMENT OF DIRECTORS**

### **7.1 Methods of appointing Directors**

7.1.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

(a) by Ordinary Resolution; or

(b) by a decision of the Directors.

7.1.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.

7.1.3 For the purposes of Article 7.1.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

### **7.2 Number of Directors**

The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution. Subject to and in default of any such determination, there shall be no maximum number of Directors and the minimum number of Directors shall be not less than two.

### **7.3 A Director**

7.3.1 The A Shareholders shall be entitled, as a class, to appoint an A Director in accordance with the procedure set out in Article 7.3.2 and to remove any Directors so appointed by them in accordance with those procedures.

7.3.2 Any appointment or removal pursuant to Article 7.3.1 shall be decided upon by the A Shareholders by a written direction signed by A Shareholders in each case holding all or (where there is more than one

shareholder of such designation) a majority in nominal value of the A Shares in issue.

7.3.3 Any appointment or removal pursuant to Article 7.3.1 shall take effect upon delivery of the direction to the registered office of the Company or to a Directors' meeting or to the company secretary.

7.3.4 An A Director shall continue to hold such office until he is either removed pursuant to this Article 7.3 or vacates office pursuant to Article 7.4.

#### **7.4 Termination of Director's appointment**

7.4.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a director by law;
- (b) a Bankruptcy order is made against that person;
- (c) an arrangement or composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

7.4.2 A body corporate ceases to be a Director as soon as:

- (a) an order is made by a court of competent jurisdiction, or a resolution is passed, for the winding up, liquidation, dissolution or administration of that Director (otherwise than in the course of a solvent reorganisation or restructuring); or
- (b) any step is taken (and not withdrawn within 30 days) to appoint a manager, receiver, administrative receiver, administrator, trustee or other similar officer to that Director; or
- (c) that Director convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors (otherwise than in the course of a solvent restructuring).



## **8 ALTERNATE DIRECTORS**

### **8.1 Appointment and removal of alternates**

8.1.1 Any Director (the "Appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

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

8.1.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

### **8.2 Rights and responsibilities of alternate director**

8.2.1 An alternate director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the alternate's Appointor.

8.2.2 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 Appointers.

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

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

8.2.4 No alternate director may be counted as more than one Director for the purposes set out in Article 8.2.3.

8.2.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

### **8.3 Termination of alternate directorship**

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

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the alternate's Appointor;
- (d) when the alternate's Appointor's appointment as a Director terminates; or
- (e) if he resigns his office by notice in writing to the Company.

## **9 SHARES AND DISTRIBUTIONS**

### **9.1 Share Capital**

9.1.1 The share capital of the Company shall consist of A ordinary shares of £0.01 each ("A Ordinary Shares"), B ordinary shares of £0.01 each ("B Ordinary Shares"), C ordinary shares of £0.01 each ("C Ordinary Shares"), D ordinary shares of £0.01 each ("D Ordinary Shares") and E ordinary shares of £0.01 each ("E Ordinary shares) (together "Ordinary Shares").

9.1.2 The A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares shall constitute separate classes of Shares for the purposes of these Articles and the Act and shall entitle the Holders thereof to the respective rights and privileges and subject them to the respective restrictions and obligations set out in these Articles. The A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares shall, except where otherwise provided herein, confer upon the Holders thereof the same rights and shall rank *pari passu* in all respects.

### **9.2 Return of Capital**

9.2.1 On a return of assets on liquidation or otherwise, the assets of the Company available for distribution among the members shall be applied first in paying to the Ordinary Shareholders a sum equal to the nominal

amount of each Ordinary Share held by them and secondly the balance of such assets (if any) shall be distributed amongst the Ordinary Shareholders, pro rata (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the Ordinary Shares held by them respectively.

### 9.3 Voting

9.3.1 Subject to any special rights, privileges or restrictions attached to any Ordinary Shares, at a general meeting of the Company on a show of hands every Ordinary Shareholder who (being an individual) is present in person or by proxy (not being himself a member) or (being a corporation) is present by a representative duly authorised under Section 323 of the Companies Act 2006 (not being himself a member) shall have one vote, and on a poll every Ordinary Shareholder present in person, by representative or by proxy shall have one vote for every Ordinary Share of which he is the Holder.

9.3.2 In the case of any resolution proposed in relation to the matters listed below, any A Shareholder voting against such resolution shall be entitled to cast such number of votes as is necessary to defeat the resolution:

- (a) altering in any respect the articles of association of the Company or the rights attaching to any of the Shares;
- (b) increasing the amount of the Company's issued share capital, except as provided for herein, granting any option or other interest (in the form of convertible securities or in any other form) over or in the Company's share capital, redeeming or purchasing any of its own shares or effecting any other reorganisation of its share capital;
- (c) issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital;
- (d) passing any resolution for the winding up of the Company or presenting any petition for its administration (unless it has become insolvent); or
- (e) establishing or amending any profit-sharing, share option, bonus or other incentive scheme of any nature for directors or employees.

and any resolution proposed as a written resolution shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

9.3.3 In the case of any resolution proposed which would require to be voted in favour of by the Holders of 75 per cent in nominal value of the issued Shares in order to be passed, any A Shareholder voting in favour of such

resolution shall be entitled to cast such number of votes as is necessary to pass the resolution

#### **9.4 Dividends**

- 9.4.1 Subject always to the provisions of the Act and to Article 9.4.5, the Company may by ordinary resolution, upon the recommendation of the Directors, declare a dividend.
- 9.4.2 Subject to Article 9.4.5, where a dividend is declared the ordinary resolution shall direct that such dividend be paid, in respect of one or more classes of Shares to the exclusion of the other classes or in respect of all classes of Shares.
- 9.4.3 Subject to Article 9.4.5, where a dividend is declared in respect of more than one class of Shares the Company may, by ordinary resolution differentiate between such classes as to the amount or percentages of dividend payable, but in default the Shares in each class shall be deemed to rank *pari passu* in all respects as if they constituted one class of Shares.
- 9.4.4 No dividend shall be declared on any class of Shares in circumstances where the Directors recommend no dividend should be declared nor shall any dividend be declared to any class which exceeds the amount recommended by the directors in respect of that class.
- 9.4.5 When paying interim dividends the Directors may make payments to one or more classes of Shares to the exclusion of the other classes or to all classes of Shares. When making such payments the Directors may differentiate between the classes to which payments are being made as to the amount or percentage of dividend payable.

#### **9.5 Payment of dividends and other distributions**

- 9.5.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the Distribution Recipient in writing;
  - (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient in writing;
  - (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
  - (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.

9.5.2 In these Articles, "**Distribution Recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:

- (a) the Holder of the Share; or
- (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittee.

**9.6 No interest on distributions**

The Company shall not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the terms on which the Share was issued.

**9.7 Unclaimed distributions**

9.7.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

9.7.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

9.7.3 If:

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

**9.8 Non-cash distributions**

9.8.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

9.8.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

#### **9.9 Waiver of distributions**

9.9.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one Holder; or
- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

#### **9.10 Restrictions Attaching to D Shares and E Shares**

9.10.1 The rights attaching to the D Shares and the E Shares are restricted as follows:-

##### **(a) Dividends**

Prior to the Relevant Date, any dividends or distributions determined under the Articles which would otherwise fall to be allocated to either a D Shareholder or an E Shareholder shall be restricted to nil and such dividend or distribution shall accordingly be available to be reallocated among the A Shareholders, B Shareholders and C Shareholders;

##### **(b) Return of Capital**

Prior to the Relevant Date, on a return of capital on liquidation or otherwise, the assets of the Company available for distribution to the members of the Company shall be applied on the basis that any amounts which would otherwise fall to be allocated to the D Shareholders or the E Shareholders shall be restricted to nil and such amounts shall be available to be reallocated among A Shareholders, B Shareholders and C Shareholders;

##### **(c) Voting**

Prior to the Relevant Date, the voting rights attached to each D Share and each E Share shall be suspended.

#### **9.11 Conversion of D Shares and E Shares**

9.11.1 If the Relevant Date does not fall prior to the Backstop Date, each D Ordinary Share and each E Ordinary Share shall automatically (without any further authority than that contained in these Articles) stand converted into a Deferred Share on the Backstop Date, and the Company shall enter the holder(s) of the converted D Ordinary Shares and E Ordinary Shares on the register of Members of the Company as the holder of the appropriate number of Deferred Shares.

9.11.2 The Deferred Shares shall have no rights on a return of assets on liquidation or otherwise, no rights to dividends or distributions and no voting rights.

**9.12 All shares to be fully paid up**

9.12.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

9.12.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

**9.13 Powers to issue different classes of share**

9.13.1 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Special Resolution.

9.13.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, on such terms and in such manner as may be determined by these Articles or as the Company may by Special Resolution determine.

**9.14 Purchase of own shares**

Subject to the provisions of the Act, the Company shall be entitled to make a purchase or redemption of its own shares out of cash, provided that the amount of cash used for such purchase or redemption shall not exceed the sum prescribed by law.

**9.15 Allotment of Shares**

9.15.1 The Directors are generally and unconditionally authorised in accordance with Section 551 of the Act to exercise all the powers of the Company to offer, allot, grant options over Ordinary Shares and/or rights to subscribe for or convert securities into Ordinary Shares or otherwise dispose of any Ordinary Shares up to an aggregate nominal value of £490.00 to such persons, at such times and for such consideration as the Directors may determine but so that no Ordinary Share shall be issued in contravention of Section 553 of the Act. This authority shall, unless revoked or varied in accordance with Section 551 of the Act, expire five years from the date of the adoption of these Articles, but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in

pursuance of the said authority. Section 550 of the Act shall not apply to the Company.

- 9.15.2 The Directors are generally empowered to allot Ordinary Shares pursuant to the authority conferred by Article 9.15.1, as if section 561(1) of the 2006 Act did not apply to any such allotment.

#### **9.16 Procedure for Allotment of Shares**

Shares shall only be allotted, whether for cash or otherwise, in accordance with the provisions of this Article or on such other terms as may be specified by Special Resolution:

- 9.16.1 all Shares to be allotted (the "Offer Shares") shall first be offered to the members of the Company in proportion, as nearly as may be, to their existing holdings of Shares of the class being allotted or, if Shares of such class have not previously been allotted, to their existing holdings of Ordinary Shares (the "Initial Offer");
- 9.16.2 the Initial Offer shall be made by written notice (the "Offer Notice") from the Directors specifying the number and price of the Offer Shares and the proportionate entitlement of the relevant member and shall invite each member to state in writing within a period not being less than 14 days whether they are willing to accept any Offer Shares and if so what the maximum number of the Offer Shares they are willing to accept is. In the event that a member does not so respond to the Offer Notice within the period prescribed in it, the Initial Offer shall be deemed to be declined by that member;
- 9.16.3 after the expiration of the time specified for acceptance in the Offer Notice, the Directors shall offer the Offer Shares which have been declined or are deemed to be declined to each of the members who shall have within the period specified in the Offer Notice expressed their willingness to purchase all of the Offer Shares offered to them (the "Further Offer"). Such Further Offer shall be made on the same terms as the Initial Offer and shall invite each such member to state in writing within a period not being less than 14 days whether they are willing to accept any, and if so what maximum number, of the Offer Shares so offered;
- 9.16.4 at the expiration of the time specified for acceptance in the Offer Notice or Further Offer (as applicable) the Directors shall allot the Offer Shares to or amongst the members who shall have notified to the Directors their willingness to take any of the Offer Shares but so that no member shall be obliged to take more than the maximum number of Shares notified by him under Article 9.16.2 and 9.16.3;
- 9.16.5 in the event of competition for any Offer Shares to which Article 9.16.3 applies then such Shares shall be allocated amongst the competing members pro rata to their holdings of the relevant Shares prior to commencement of the Initial Offer;
- 9.16.6 the Directors shall make such arrangements as they in their discretion shall think fit concerning entitlement to fractions of shares, overseas members



and members unable by law or regulation to receive or accept any offer pursuant to this Article 9.16;

- 9.16.7 no Shares shall be allotted or issued to any person who is not immediately prior to such allotment or issue an Ordinary Shareholder.

**9.17 Dissapplication of Section 561**

In accordance with Section 570 of the Act, the provisions of Section 561 of the Act shall not apply to the Company.

**9.18 Class Rights**

- 9.19 Whenever the capital of the Company is divided into different classes of Shares the special rights attached to any class may be varied or abrogated only with the consent in writing of the Holders of 75 per cent in nominal value of the issued Shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the Holders of the Shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall apply except that the necessary quorum shall be one person present in person or by proxy or, in the case of a corporate member, by a duly authorised representative (whenever there is only one Holder of that class) but where there are two or more Holders of that class the quorum shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation (subject to Section 318(2) of the Act), together at least holding one third in nominal value of the issued Shares of the class (but so that, if at any adjourned meeting of such Holders a quorum as above defined is not present, the member who is present shall be a quorum) and that any Holder of Shares of the class present in person or by proxy or, in the case of a corporate member, by a duly authorised representative or by proxy may demand a poll.

**10 TRANSFER OF SHARES**

**10.1 Refusal to register**

The Directors shall refuse to register any transfer of Shares in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of Shares, unless they have substantial reasons for believing that a transfer purportedly made in accordance with any such provision is not in fact in a material respect in accordance therewith, in which event they shall decline to register such transfer.

**10.2 Attempted disposal of interest in Shares**

If a member at any time attempts to deal with, or dispose of, a Share or any interest therein or right attaching thereto otherwise than in accordance with the provisions of these Articles or if a circumstance arises where a Transmittree (who is not a person to whom Shares may be transferred in accordance with Article 11) becomes entitled to a Share or any interest therein or right attaching thereto, he shall be deemed immediately prior to such attempt or on the circumstance arising (as relevant) to have given a Transfer Notice (as defined in Article 12.1) in respect of such Shares.

### **10.3 Member to notify**

If a member becomes aware of any event which is deemed to give rise, or may on determination by the Directors be deemed to give rise, to an obligation to serve a Transfer Notice or whereupon a Transfer Notice shall be deemed to be given he shall forthwith give notice thereof to the Directors.

### **10.4 Receipt of deemed Transfer Notice**

Where a Transfer Notice in respect of any Share is deemed or required to have been given under any provision of these Articles and the circumstances are such that the Directors are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the Directors on the date on which the Directors actually became aware of such facts and the provisions of Article 12 shall apply accordingly.

## **11 PERMITTED TRANSFERS**

### **11.1 Permitted transfers**

Any Shares may at any time be transferred without the giving of a Transfer Notice under Article 12.1 where the transfer is demonstrated to the reasonable satisfaction of the Directors, to be:

- 11.1.1 by any individual member (not being, in relation to the Shares concerned, a Holder thereof as a trustee of any Family Trust or a nominee or bare trustee) to a Privileged Relation of such member; or
- 11.1.2 by any individual member (not being, in relation to the Shares concerned, a Holder thereof as a trustee of any Family Trust or a nominee or bare trustee) to be held upon a Family Trust related to such individual member; or
- 11.1.3 by any member being a Company (not being in relation to the Shares concerned a Holder thereof as a trustee of any Family Trust or a nominee or bare trustee) to a Member of the Same Group as the Transferor Company; or
- 11.1.4 by a Beneficial Shareholder to a person as the nominee of, or bare trustee for, that Beneficial Shareholder and by any such nominee or bare trustee to such Beneficial Shareholder or to another nominee or bare trustee for such Beneficial Shareholder

Provided that any transfer of A Ordinary Shares shall result in no more that 50% of the A Ordinary Shares originally held by the member being held by that member's Privileged Relation or Family Trust.

### **11.2 Family Trusts**

Where Shares are held by trustees of a Family Trust, the trustee and their successors in office may (subject to the provisions of Article 11.1) transfer all or any of the Relevant Shares without the giving of a notice under Article 12.1 as follows:

- 11.2.1 to the trustees for the time being of the Family Trust concerned on any change of trustees;
- 11.2.2 to the trustees for the time being of any other trust being a Family Trust in relation to the same individual member or deceased or former member; and
- 11.2.3 to the relevant member or former member who made the original transfer permitted pursuant to Article 11.1 or any Privileged Relation of such relevant member or deceased or former member.

### **11.3 Cessation of permitted transfer relationship**

If following any transfer of Shares permitted pursuant to this Article 11:

- 11.3.1 any person to whom Shares are transferred as a Privileged Relation ceases to be a Privileged Relation of the relevant member or former or deceased member;
- 11.3.2 any of the Relevant Shares come to be held otherwise than upon a Family Trust related to the relevant member or former or deceased member;
- 11.3.3 a Transferee Company ceases to be a Member of the Same Group as the Transferor Company;
- 11.3.4 any person to whom Shares are transferred as a nominee or bare trustee ceases to hold any of the Relevant Shares absolutely on behalf of the relevant Beneficial Shareholder,

in each case other than as permitted by or in accordance with the provisions of these Articles it shall be the duty of the relevant member and the former Holder of the Relevant Shares to notify the Directors in writing that such event has occurred. Within three months of service of such notice or the date on which the Directors otherwise become aware that such event has occurred (unless the Relevant Shares are transferred within six weeks of the occurrence of such event to the relevant member or former Holder of the Relevant Shares or to any person to whom a transfer of Shares by such relevant member or former Holder of the Relevant Shares would be permitted pursuant to this Article 11, any such transfer being deemed to be authorised under the foregoing provisions of this Article 11) the Directors shall be entitled to determine that the trustees of the former Family Trust, the former Privileged Relation, the Transferee Company or the former nominee or bare trustee (as the case may be) shall be deemed to have given a Transfer Notice in respect of the Relevant Shares.

## **12 PRE-EMPTION RIGHTS**

### **12.1 Transfer notice**

Save as otherwise provided in these Articles, any member wishing to transfer part or all of the Shares held by him (the "Transferor") shall first give a notice in writing (a "Transfer Notice") to the Company specifying the number of Shares which the Transferor wishes to sell (the "Sale Shares") and, in the event that the Transferor

shall have reached an agreement or an arrangement with a third party for a sale of the Sale Shares to such third party, the Transferor shall state in the notice the name of such third party, the price per Share at which the Sale Shares are proposed to be sold to such third party and all other material terms of the proposed transfer. A Transfer Notice which is deemed to be given or required to be given under the terms of these Articles shall be in respect of all Shares held by the relevant Shareholder who is the Transferor or any Connected Person or his or their nominee or bare trustee. A Transfer Notice shall constitute the Company (acting through the Directors) as the agent of the Transferor for the sale of the Sale Shares at the Price (such price to be determined in accordance with the provisions of Article 12.2).

## **12.2 Determination of the price**

The expression "Price" shall mean in respect of each Sale Share:

12.2.1 the price per Share (if any) specified in the Transfer Notice in accordance with the foregoing provisions; or

12.2.2 if:

- (a) the relevant Transfer Notice does not name a purchaser and set out a price per Share at which the Sale Shares are proposed to be sold to him; or
- (b) a Transfer Notice is deemed or is required to be given; or
- (c) such named purchaser is a Connected Person of or Concert Party with the Transferor; or
- (d) the terms on which such Sale Shares are to be sold to the named purchaser do not fully reflect the terms of the proposed transaction or are otherwise than a fixed cash sum payable in full on completion of the sale (for example, because the consideration is to be satisfied otherwise than in cash or because some deduction, consideration, rebate, allowance or arrangement is being made or is passing between the Transferor and the named purchaser in addition to the price per Share set out in the Transfer Notice),

such sum per Share as shall be agreed between the Transferor and the Directors or, failing agreement, within 14 days of the Transfer Notice being given or the Transfer Notice being deemed to be given, as shall be determined by an independent share valuation expert ("Expert").

The Expert shall be appointed by agreement between the Transferor and the Directors (the "parties") or, failing agreement within 21 days of the Transfer Notice being given or being deemed to be given, by the President for the time being of the Institute of Chartered Accountants in Scotland on the application of any of the parties. The Transferor hereby irrevocably appoints any Director as his agent to agree on his behalf the terms of the Expert's engagement in respect of his appointment as independent share valuation expert and to execute and deliver on his behalf all documentation necessary to effect the Expert's engagement including without prejudice to that generality any letter of engagement to be entered into with the Expert or

the Expert's firm. The Expert shall state in writing his opinion of the fair value of the Sale Shares, as determined in accordance with this Article. In so stating his opinion the Expert shall be deemed to act as an expert and not as an arbitrator and, save in the case of fraud or manifest error, his determination shall be final and binding on all concerned. For this purpose the Expert shall be given by the Directors, all information which a prudent prospective purchaser might reasonably require if he were proposing to purchase the Sale Shares from a willing Seller by private treaty and at arm's length, together with such information as any member of the Company may wish to provide to him and such other information as he may reasonably require. The Expert shall be entitled to determine the procedure to be followed in arriving at this decision and to appoint legal or other advisers. The costs involved in the Expert's determination of the Price (including the Expert's expenses and the costs of any advisers to the Expert) shall, in the absence of any determination by the Expert, be borne as to one half by the Transferor and as to the other half by the purchaser(s) (and as between the purchaser(s) pro rata to the number of Sale Shares purchased).

The Expert shall be required to determine the Price within [45 days of his appointment and shall notify the Directors of his determination in writing [with written reasons therefor.

The Expert shall value the Shares of the class being offered for sale at their "fair value". For these purposes, "fair value" is an estimate of the price a party would have received if it had sold all the Shares of the class being offered for sale on the date of the Transfer Notice in an arm's length exchange motivated by normal business considerations.

The Expert shall determine the "fair value" as follows:

- 1 The fair value shall not be adjusted to reflect expected costs that will be incurred in transferring the Sale Shares.
- 2 Taking into account the number of Shares in the Company under option and the likelihood of such options being exercisable as the Expert determines appropriate.
- 3 The valuation technique(s) selected to estimate fair value shall incorporate the factors that market participants would consider in setting a price including, but not limited to, any estimates and assumptions used.
- 4 Valuation techniques shall be consistent with accepted economic methodologies for pricing shares of this type. Present value calculations shall include cash flows and discount rates that are free from bias, mutually consistent and reflect the appropriate risk premium. Greater weight should be given to those valuation methodologies considered most appropriate to the particular circumstances of the Company.
- 5 The Expert shall rely on the following assumptions:
  - 5.1 the sale is between a willing seller and a willing purchaser;

5.2 the Sale Shares are sold free of all liens, charges and other encumbrances;

5.3 the sale is taking place on the date of the Transfer Notice.

If any difficulty arises in determining the fair value then the Expert shall resolve that difficulty in such manner as he shall in his absolute discretion think fit.

The Expert shall then use the "fair value" of all the Shares of the class being offered for sale to obtain the "objective fair value" of the Sale Shares. The "objective fair value" of the Sale Shares shall be calculated as a pro rata proportion of the fair value of all the Shares of the class being offered for sale, not taking account of any particular circumstances of the transfer, for example not taking account of whether or not the Sale Shares represent a majority or minority of the Share or of any restriction on the transferability of the Sale Shares.

#### **12.3 Total transfer provision**

A Transfer Notice once given or a Transfer Notice once deemed to be given shall not be revocable but, save for Shares sold pursuant to a Transfer Notice deemed or required to be given under these Articles, the Transfer Notice may contain a provision (a "Total Transfer Provision") that unless all or a specified number of the Sale Shares are sold by the Company pursuant to Article 12 none shall be sold and the Transfer Notice shall in such circumstances be treated as withdrawn. Any such provision shall be binding on the Company.

#### **12.4 Withdrawal of Transfer Notice**

If an Expert is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall provide a certified copy of it to the Transferor and save for Shares sold pursuant to a Transfer Notice deemed or required to be given under these Articles the Transferor shall be entitled, by notice in writing to the Company within seven days of the service upon him of the certified copy, to cancel the Company's authority to sell the Sale Shares. In such circumstances the cost of obtaining the certificate shall be borne by the Transferor.

#### **12.5 More than one Transfer Notice**

In the event that more than one Transfer Notice is served, or deemed to be served, by a Transferor, an offer made pursuant to this Article 12 (if not accepted in respect of all Shares to which all of the Transfer Notices relate) may only be accepted in respect of the Shares comprised in each Transfer Notice according to the ratio which the aggregate number of Shares so accepted bears to the aggregate number of Shares comprised in all the Transfer Notices.

#### **12.6 Offer of Sale Shares**

Within 14 days of the date that the Transfer Notice is received by the Company or the date the Transfer Notice is deemed to have been given or within seven days after the Price of the Shares is determined pursuant to Article 12.2, whichever is the later,

(and provided the Transfer Notice has not been withdrawn pursuant to Article 12.4) the Sale Shares shall be offered to the members of the Company (other than the Transferor) and the following provisions shall apply:

12.6.1 The Sale Shares shall be offered first to the A Shareholders in a proportion which is nearly as practicable equal to their existing holdings of A Shares (calculated as at the date immediately prior to the date of the A Shareholders' Offer Notice, as defined below), without involving fractions. Such offer shall be made by notice in writing (the "A Shareholders' Offer Notice") which shall:

- (a) state the Price;
- (b) state the number of Sale Shares, the proportionate entitlement of each A Shareholder and the method of calculating such entitlement;
- (c) state whether the Sale Shares are subject to a Total Transfer Provision and whether the Transfer Notice relating to the Sale Shares was required or deemed to be given; and
- (d) invite each A Shareholder to state in writing within a period being not less than 14 days nor more than 21 days after the date of the A Shareholders' Offer Notice whether they are willing to accept the Sale Shares offered to them and if so what the maximum number of such Sale Shares they are willing to take is. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and an offer shall to the extent that the same is not accepted within the aforementioned time limit be deemed to have been declined by any members who have not replied in writing and the offer to that particular member shall be treated as withdrawn by the Company.

12.6.2 Any Sale Shares which have not been accepted within the time period specified in Article (d) shall, within seven days of the expiry of the time period specified in Article (d), be offered by notice in writing at the Price to the members (other than the Transferor and the A Shareholders) in a proportion which is as nearly as practicable equal to their existing holdings of Shares of the class being offered or, if no members hold such Shares, to their holdings of Ordinary Shares (calculated as at the date immediately prior to the date of the Members' Offer Notice, as defined below), without involving fractions. Such offer shall be made by notice in writing (the "Members' Offer Notice") which shall:

- (a) state the Price;
- (b) state the number of Sale Shares, the proportionate entitlement of each member and the method of calculating such entitlement;
- (c) state whether the Sale Shares are subject to a Total Transfer Provision and whether the Transfer Notice relating to the Sale Shares was required or deemed to be given; and

- (d) invite each member to state in writing within a period being not less than 14 days nor more than 21 days after the date of the Members' Offer Notice whether they are willing to accept the Sale Shares offered to them and if so what the maximum number of such Sale Shares they are willing to take is. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and an offer shall to the extent that the same is not accepted within the aforementioned time limit be deemed to have been declined by any members who have not replied in writing and the offer to that particular member shall be treated as withdrawn by the Company.

12.6.3 Any Sale Shares which have not been accepted within the time period specified in Article (d) shall, within seven days of the expiry of the time period specified in Article (d), be offered by notice in writing at the Price to each of the members who have accepted all the Sale Shares initially offered to them (the "Further Offer Members"). Such notice shall invite the Further Offer Members to state in writing within a period of seven days whether they are willing to accept any Sale Shares and if so what the maximum number of Sale Shares they are willing to take is. In the event of competition among the Further Offer Members for Sale Shares to which this Article 12.6.3 applies then such Shares shall be allocated amongst the competing Further Offer Members pro rata to their holdings of the relevant Shares calculated as at the date immediately prior to the date of the Members' Offer Notice.

## 12.7 Notification of Purchasers

If the Company shall find purchasers in respect of, any of the Sale Shares, within the relevant offer periods set out in Article 12.6, it shall not later than seven days after the expiry of the relevant offer periods set out in Article 12.6 give notice in writing thereof (the "Sale Notice") to the Transferor which notice shall provide:

- 12.7.1 the number of Sale Shares accepted and the name(s) and address(es) of the purchasers, together with the number of Shares purchased by each purchaser;
- 12.7.2 if the Transfer Notice contains a Total Transfer Provision, that the Transfer Notice is revocable by written notice to the Company being received within seven days of receipt of the Sale Notice (if not all the Sale Shares have been accepted); and
- 12.7.3 if the Transferor is entitled to do so and does not revoke his Transfer Notice in writing within the period specified Article 12.7.2 or if the Transferor is not entitled to revoke the Transfer Notice, that he shall be bound upon payment of the Price due in respect of all the Sale Shares to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to the purchaser or purchasers.

The purchase shall be completed within 14 days of the date of the Sale Notice at a place and time to be appointed by the Directors when, against payment of the Price and any relevant stamp duties, the Transferor shall deliver transfers in favour of the purchaser(s) together with the share certificates in respect of the relevant Sale Shares



or an indemnity in respect of a lost share certificate in favour of the Company on terms acceptable to the Directors and the purchaser(s) shall be registered as the Holders of the relevant Sale Shares in the register of members of the Company and share certificates in the names of such purchaser(s) and in respect of the relevant Sale Shares shall be delivered to the relevant purchaser(s).

#### **12.8 Purchasers not found for the Sale Shares**

If the Company shall not find purchasing member(s) for all of the Sale Shares within the relevant time periods specified in Article 12.6, or if through no default of the Transferor the purchase of any of the Sale Shares is not completed within the time period specified in Article 12.7, the Transferor shall be at liberty at any time within three months after the expiry of such relevant time period to transfer such of the Sale Shares as were not sold or in respect of which the sale was not completed as aforesaid or, in any case where the Transfer Notice contained a Total Transfer Provision which is not revoked, all of the Sale Shares to any person by way of a bona fide sale at the Price or any higher price and otherwise on the terms set out in the Sale Notice. If the Sale Shares were the subject of a Total Transfer Provision, such a sale may only comprise all of the Sale Shares and not part only.

The Directors may require to be satisfied that the Sale Shares are being transferred pursuant to a *bona fide* sale upon the material terms and for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

The provisions of this Article 12.8 shall not apply in the case of a Transfer Notice deemed or required to be given under the terms of these Articles.

#### **12.9 Failure to transfer**

If the Transferor, after becoming bound to transfer any Sale Shares to a purchaser(s), shall make default in so doing or shall fail to deliver a share certificate(s) in respect thereof (or, if applicable, an indemnity in respect of a lost share certificate(s)) within the time limit referred to in Article 12.7 the Directors shall authorise some person to execute and deliver on the Transferor's behalf transfer(s) of the Sale Shares in favour of the purchaser(s) and shall receive the purchase money and thereupon shall, subject to such transfer(s) being duly stamped, enter the names of the purchaser(s) in the register of members as the Holder(s) of the relevant Sale Shares. The Transferor shall in such case be bound to deliver up his certificate for the Sale Shares to the Directors whereupon the Transferor shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Transferor but without interest. If such certificate(s) shall comprise any Share which the Transferor has not become bound to transfer as aforesaid the Company shall issue to the Transferor a certificate for the balance of such Shares. The receipt by the Company of the purchase money shall be a good discharge to the purchaser(s) who shall not be bound to see the application thereof and after the name of the purchaser(s) has been entered on the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

### **13 COMPULSORY TRANSFER ON CESSATION OF EMPLOYMENT**

#### **13.1 Default transfer notice**

In any case where any B Shareholder, C Shareholder, D Shareholder or E Shareholder who is an employee or director of any member of the Group, ceases to be an employee or director of any member of the Group (other than by reason of death or retirement at the normal retirement age of 65 or such other age as is mutually agreed with the Company and/or the relevant member of the Group), he, and any member with which he is a Connected Person or his or their nominee or bare trustee, shall be deemed to have served a Transfer Notice pursuant to Article 12 on the date on which such Shareholder ceases to be such an employee or director, in respect of his and such persons' entire holding of Shares and in respect of all Shares he shall have transferred to a Privileged Relation or to trustees to be held on a Family Trust or in security pursuant to Article 11 and any additional Shares issued to such Privileged Relation or Family Trust by way of capitalisation, consolidation or subdivision or acquired by such person in exercise of any right or option granted or arising by virtue of the holding of Shares so transferred or any of them or the membership thereby conferred. Article 12 shall apply save that a Transfer Notice deemed to be given in the circumstances herein referred to shall not be capable of revocation. The Price at which the Sale Shares are to be sold in the event of a Transfer Notice being deemed to have been served, other than in the case of cessation of employment or termination of office of the relevant person for a Good Leaver Reason, shall be:

13.1.1 the lower of (i) the Price as certified by the Expert pursuant to Article 12, and (ii) the subscription or acquisition price of the Sale Shares (or, in the event that the Sale Shares were subscribed for or acquired at different prices, the average subscription and acquisition price of the Sale Shares); or

13.1.2 such sum as shall be agreed between the Transferor and the Directors.

13.2 In the event of the Transfer Notice being deemed to have been served in the case of cessation of employment or termination of office of the relevant person for a Good Leaver Reason, the Price shall be calculated in accordance with Article 12.

#### 14 TAG ALONG

14.1 Subject to article 15 and save in the case of a transfer of shares which is permitted in accordance with the provisions of article 11, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any Shares (the "Committed Shares") which would, if carried out, result in a person acquiring a Controlling Interest in the Company shall be made or registered unless before that transfer is lodged for registration, the relevant Third Party Purchaser has made a bona fide offer (a "Tag Along Offer") by notice in writing (a "Tag Along Notice") to acquire, in accordance with this article 14 from all the shareholders other than the Third Party Purchaser (or persons connected with or acting in concert with it) all the shares which are not Committed Shares (the "Uncommitted Shares") for the consideration, or at the price (the "Tag Along Consideration"), calculated in accordance with articles 14.3 and 14.4.

14.2 A Tag Along Notice shall set out:

14.2.1 the identity of the Third Party Purchaser;

14.2.2 the Tag Along Consideration and other terms and conditions of payment;

- 14.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and
  - 14.2.4 the number of Shares proposed to be purchased by the Third Party Purchaser; and
  - 14.2.5 subject to article 14.5, expire, and the offer made in that notice shall be deemed to be withdrawn, on the date (being not less than ten nor more than twenty Business Days after the date of the Tag Along Notice) specified in that notice.
- 14.3 The Tag Along Consideration shall attribute an equal value to each share.
- 14.4 Subject to article 14.3, the Tag Along Consideration shall be in the same form and due at the same time(s) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of the Committed Shares and shall include the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Committed Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Committed Shares.
- 14.5 If the Tag Along Consideration cannot be agreed between the Third Party Purchaser and the holders of not less than 75% of the Uncommitted Shares within five Business Days of the date of the Tag Along Notice, such matter shall be referred for determination to the Valuers (in accordance with articles 12.2) and, pending their determination:
- 14.5.1 the period specified in the Tag Along Notice for acceptance of the Tag Along Offer shall not start to run until such time as the Valuers' determination of the Tag Along Consideration is served on the Third Party Purchaser and the shareholders holding Uncommitted Shares; and
  - 14.5.2 the sale or transfer of the Committed Shares shall have no effect and shall not be registered.

## 15 DRAG ALONG

- 15.1 If the holders of a majority of the A Shares (together the **"Selling Shareholders"**) wish to transfer all their A Shares to a proposed purchaser (**"Proposed Buyer"**), they shall have the option (**"Drag Along Option"**) to require all or any of the other shareholders (**"Called Shareholders"**) to sell and transfer all of their shares with full legal and beneficial title (**"Called Shares"**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article 15 (**"Drag Along Option"**).
- 15.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**"Drag Along Notice"**) at any time before the registration of the transfer of the shares held by the Selling Shareholders to the Proposed Buyer. The Drag Along Notice shall specify:
- 15.2.1 that the Called Shareholders are required to transfer all of their Called Shares pursuant to this article 15;

- 15.2.2 the identity of the Proposed Buyer;
  - 15.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the shares held by the Selling Shareholders; and
  - 15.2.4 the proposed date of the transfer (if known).
- 15.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the shares held by them to the Proposed Buyer within forty Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 15.4 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this article 15.
- 15.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the shares held by the Selling Shareholders unless:
- 15.5.1 the Selling Shareholders and the Called Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
  - 15.5.2 that date is less than two Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the fifth Business Day after the date of the service of the Drag Along Notice.
- 15.6 The provisions of this article 15 shall prevail over any contrary provisions of these Articles and for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of shares contained in these Articles shall not apply to the transfer of any shares to a Proposed Buyer named in a Drag Along Notice (or as that Proposed Buyer may direct). Any Transfer Notice or Deemed Transfer Notice served in respect of a share which has not been allocated accordance with article 11 shall automatically be revoked by the service of a Drag Along Notice.
- 15.7 On or before the Completion Date, each of the Called Shareholders shall execute and deliver a stock transfer form for the Called Shares held by it, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 15.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to each Called Shareholder in trust for the Called Shareholder without any obligation to pay interest.
- 15.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, each of the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the relevant Called Shareholder shall have no further rights or obligations under this article 15 in respect of its Shares.

- 15.9 If a Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 15.7) transfer(s) in respect of all of the Called Shares held by it, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Seller to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 15.9.

## **16 ORGANISATION OF GENERAL MEETINGS**

### **16.1 Attendance and speaking at general meetings**

- 16.1.1 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.
- 16.1.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 16.1.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 16.1.4 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.
- 16.1.5 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.

### **16.2 Quorum for general meetings**

No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Subject to Section 318(1) of the Act, two qualifying persons entitled to vote upon the business to be transacted, each being a qualifying person not excluded from counting towards a quorum under Section 318(2) of the Act shall be a quorum, of which one must be an A Shareholder.

### **16.3 Chairing general meetings**

16.3.1 If the Directors have appointed a Chairman pursuant to Article 5.5, the Chairman shall chair general meetings if present and willing to do so.

16.3.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the Directors present; or

(b) if no Directors are present, the Shareholders present,

shall appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the meeting shall be the first business of the meeting.

16.3.3 The person chairing a meeting in accordance with this Article is referred to as “the Chairman of the meeting”.

#### **16.4 Attendance and speaking by Directors and non-Shareholders**

16.4.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

16.4.2 The Chairman of the meeting may permit other persons who are not:

(a) Shareholders; or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

#### **16.5 Adjournment**

16.5.1 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 Chairman of the meeting must adjourn it.

16.5.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

16.5.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

16.5.4 When adjourning a general meeting, the Chairman of the meeting must:

- (a) 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 Directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

16.5.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

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

## **17 VOTING AT GENERAL MEETINGS**

### **17.1 Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

### **17.2 Errors and disputes**

17.2.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

17.2.2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

### **17.3 Poll votes**

17.3.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

17.3.2 A poll may be demanded by:

- (a) the Chairman of the meeting;
- (b) the Directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

17.3.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the Chairman of the meeting consents to the withdrawal.

17.3.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

#### **17.4 Content of Proxy Notices**

17.4.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

17.4.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

17.4.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

17.4.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any amendment to a resolution and on ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.



## **17.5 Delivery of Proxy Notices**

- 17.5.1 A Proxy Notice must be delivered to the Company not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 17.5.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 17.5.3 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 17.5.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 17.5.5 If a Proxy Notice or a notice revoking a proxy appointment is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

## **17.6 Amendments to resolutions**

- 17.6.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
  - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 17.6.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
  - (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 17.6.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

## **17.7 Records of members**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the relevant date of all proceedings at general meetings of the Company.

## **18 ADMINISTRATIVE ARRANGEMENTS**

### **18.1 Means of communication to be used**

- 18.1.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 18.1.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 18.1.3 The times of deemed delivery of documents and information specified in Sections 1147(2) and 1147(3) of the Act shall be amended as follows:
  - (a) subject to the other requirements of Section 1147(2) of the Act, documents or information set by first class post to an address in the UK shall be deemed to have been received by the intended recipient 24 hours after it was posted;
  - (b) subject to the other requirements of Section 1147(2) of the Act, documents or information set by second class post to an address in the UK shall be deemed to have been received by the intended recipient 48 hours after it was posted; and
  - (c) subject to the other requirements of Section 1147(3) of the Act, documents or information sent or supplied by electronic means shall be deemed to have been received 24 hours after it was sent.

### **18.2 Company seals**

- 18.2.1 Any common seal may only be used by the authority of the Directors.
- 18.2.2 The Directors may decide by what means and in what form any common seal is to be used.
- 18.2.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 18.2.4 For the purposes of this Article, an authorised person is:
  - (a) any Director of the Company;
  - (b) the Company secretary (if any); or

- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

**18.3 No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

**18.4 Provision for employees on cessation of business**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

**19 INSURANCE AND INDEMNITY**

**19.1 Insurance**

The Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

- 19.1.1 a Director, officer or employee of the Company or any Associated Company; or
- 19.1.2 a trustee of any pension fund in which employees of the Company or any Associated Company is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

**19.2 Indemnity**

- 19.2.1 Every Director or other officer or auditor of the Company or any Associated Company shall be entitled, if determined by the Directors and to the extent so determined by the Directors, to be indemnified out of the assets of the Company to the fullest extent permitted by Sections 232, 233, 234 and 532 of the Act against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 661 or Section 1157 of the Act in which relief is granted to him by the court and such indemnity shall extend (if so determined) to former Directors, other officers and auditors of the Company or of any Associated Company. Subject to Article 19.2.4 no Director, former director or other officer or former officer shall be liable for any loss,

damage or misfortune which shall happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

- 19.2.2 The Directors shall have power in accordance with Section 233 of the Act to purchase and maintain for any Director or former director or other officer or former officer of the Company or of any Associated Company insurance against any such liability as is referred to in Section 232 of the Act.
- 19.2.3 The Company is authorised to enter into a loan arrangement with a Director, former director or other officer or former officer of the Company or of any Associated Company, but only on terms that comply in full with Section 205 of the Act, to enable that Director, former director or other officer or former officer to meet any liability incurred in defending such proceedings or making such application for relief as that liability is incurred.
- 19.2.4 This Article 19 shall only have effect to the extent that its provisions are not avoided by Section 232, 233, 234 and 532 of the Act.