

Company No: 6057054

SATURDAY



**THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES**

THE LIGHTNING CAR COMPANY LIMITED

(the "Company")

NOTICE OF WRITTEN RESOLUTIONS

Take notice that pursuant to their power under section 291 of the Companies Act 2006 the directors of the Company have proposed the following resolutions as written resolutions:-

(1) ORDINARY RESOLUTION

That the Company's authorised share capital of 100,000 ordinary £1 shares be subdivided into 10,000,000 ordinary shares of £0.01 each.

(2) SPECIAL RESOLUTION

(NB. This resolution is proposed as a special resolution and will require a 75% majority of the votes of eligible members in order to be passed)

That the regulations contained in the document annexed to this Written Resolution be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.

SIGNIFYING YOUR AGREEMENT

In order to signify your agreement to either or both of these resolutions, the Company must receive from you an authenticated document identifying the resolution to which it relates and signifying your agreement to it. The document may be sent in hard copy or electronic format. Once you have signified your agreement to a resolution, your agreement cannot be revoked. The resolution will be passed when sufficient assents have been received by the Company.

Since it is intended to circulate the same copy of the resolutions to each of the Company's members in turn, for the sake of convenience a space has been left at the end of this notice for each member to sign and to signify his assent in relation to each of the two resolutions proposed above.

These resolutions will lapse on 24th July 2008 in the event that sufficient assents have not been received by the Company by that date.

DATED 26th JUNE 2008

ASSENTS OF THE ELIGIBLE MEMBERS:

Iain Sanderson

If you agree with either or both of the written resolutions, please indicate by writing 'agree' in the appropriate boxes and by signing in the box below.

Resolution 1 (ordinary resolution)	agree
Resolution 2 (special resolution)	agree
Signature	Iain Sanderson

Arthur Wolstenholme

If you agree with either or both of the written resolutions, please indicate by writing 'agree' in the appropriate boxes and signing in the box below.

Resolution 1 (ordinary resolution)	agree
Resolution 2 (special resolution)	agree
Signature	Arthur Wolstenholme

Christopher Dell

If you agree with either or both of the written resolutions, please indicate by writing 'agree' in the appropriate boxes and signing in the box below.

Resolution 1 (ordinary resolution)	Agree
Resolution 2 (special resolution)	Agree
Signature	Christopher Dell

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES

New Articles of Association

of

The Lightning Car Company Limited

Company No. 6057054

(adopted on 26th June 2008)

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

Articles of Association
of
THE LIGHTNING CAR COMPANY LIMITED
(the "Company")

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context requires otherwise:

"Act" means the Companies Act 1985 as amended and construed at the date of adoption of these Articles;

"Articles" means these Articles of association of the Company;

"Board" means the board of directors of the Company from time to time;

"Business Day" means a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in London;

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

"Communication" means the same as in the Electronic Communications Act 2000;

"Electronic communication" means the same as in the Electronic Communications Act 2000;

"Executed" includes any mode of execution;

"Group" means the Company and all its subsidiaries and subsidiary undertakings from time to time and "Member of the Group" shall be construed accordingly;

"ICTA" means the Income and Corporation Taxes Act 1988;

"Member" means any registered holder of a Share;

"New Securities" means any shares or securities in the Company which are issued after the date of adoption of these Articles, including the allotment of any shares pursuant to Article 5.6.;

"Sale" means:

- (1) the sale of the issued share capital of the Company to a Third Party Purchaser;
- (2) a sale of Shares in the Company amounting to a Change of Control; or

(3) the sale of the business of the Company as a going concern;

"The seal" means the common seal of the Company;

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"Share" means a share in the capital of the Company;

"Subsidiary" shall have the meaning as defined in s736 of the Act;

"Subscription Price" means the amount paid up or credited as paid up on a Share, including the full amount of any premium at which such Share was issued whether or not such premium is subsequently applied for any purpose;

"Third Party Purchaser" means any purchaser not connected to a director, an Investor, the Investor Director, an employee or a Member of the Company; and

- 1.2 The regulations of Table A shall not apply to the Company.
- 1.3 These Articles shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.
- 1.4 In these Articles where the context so permits:
- (a) words importing the singular number only shall include the plural number, and vice versa;
 - (b) words importing the masculine gender only shall include the feminine gender;
 - (c) words importing persons shall include bodies corporate, unincorporated associations and partnerships;
 - (d) the expression "paid up" shall include credited as paid up;
 - (e) the word "writing" shall include using electronic communications;
 - (f) a "holder" in relation to any Shares, means the Member whose name is entered in the register of Members as the holder of such Shares;
- 1.5 Words and expressions defined in or for the purposes of the Act shall, unless these Articles provide otherwise, have the same meaning in these Articles.
- 1.6 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.
- 1.7 Headings used in these Articles shall not affect their construction or interpretation.
- 1.8 References to any statute or section of any statute shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force.
- 2 **SHARE CAPITAL**
- 2.1 The Company is a private company as defined by Section 1 of the Act and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any

shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public shall be prohibited.

- 2.2 The authorised share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 10,000,000 shares of £0.01 each.
- 2.3 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
- 2.4 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by the Articles.
- 2.5 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 2.6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.
- 2.7 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 2.8 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.
- 2.9 The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two directors or any one director and the secretary.

3 LIEN

- 3.1 The Company shall have a first and paramount lien on every Share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person whether as a Member or not and whether such moneys are presently payable or not. The directors may at any time declare any Share to be wholly or partly exempt from the provisions of this Article 3.1. The

Company's lien on a Share shall extend to all dividends and other payments or distributions payable or distributable thereon or in respect thereof.

- 3.2 Subject to Article 3.3 below, the Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 3.3 All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 10 (Compulsory Transfers) as if a Deemed Transfer Notice (as defined in Article 10.2) were deemed given in respect of such Shares.
- 3.4 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 3.5 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

4 CALLS ON SHARES AND FORFEITURE

- 4.1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 4.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 4.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 4.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 4.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

- 4.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 4.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 4.8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 4.9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 4.10 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 4.11 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

5 ALTERATION OF SHARE CAPITAL AND ISSUE OF SHARES

- 5.1 The Company may by ordinary resolution—
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share;
 - (b) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and

- (c) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- 5.2 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.
- 5.3 The directors are generally and unconditionally authorised to allot relevant securities (within the meaning of Section 80(2) of the Act) on such terms and at such time or times as they may in their discretion think fit; provided that:
 - (a) the maximum nominal amount of relevant securities to be allotted in pursuance of such authority shall be £99,900; and
 - (b) this authority shall expire, unless sooner revoked or altered by the Company in general meeting, on the expiry of the period of five years from the date of the passing of the resolution by virtue of which this Article was adopted as part of the Articles provided that the Company may before such expiry make one or more offers or agreements which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities after such authority has expired in pursuance of every such offer or agreement as if the power conferred hereby had not expired.
- 5.4 The authority conferred by this Article 5.3 is in substitution for each (if any) other authority already given pursuant to the said section 80 whether contained in earlier Articles of association of the Company or otherwise and each (if any) such earlier authority is hereby revoked but without prejudice to the validity of any allotment offer or agreement made pursuant to any such earlier authority before the date of adoption of these Articles.
- 5.5 Section 89(1) and Sections 90(1) to (6) of the Act shall not apply to the Company.
- 5.6 Unless otherwise agreed by special resolution or by written resolution passed in accordance with these Articles, if the Company proposes to allot any New Securities for cash those New Securities shall not be allotted to any person unless the Company in the first instance offered them to all of the existing Members' (the "**Existing Members**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those Existing Members (as nearly as may be without involving fractions). The offer:
 - (a) shall be in writing, give details of the number and subscription price of the New Securities; and
 - (b) may stipulate that any Existing Member who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Shares**") for which they wish to subscribe.
- 5.7 Any New Securities not accepted by an Existing Member pursuant to the offer made to them in accordance with Article 5.6 shall be used for satisfying any requests for Excess Shares made pursuant to Article 5.6(b) and in the event that there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants on a pro rata basis to the number of Shares held by the applicants immediately prior to the offer made to the Existing Members in accordance with Article 5.6 (as nearly as may be without involving fractions or increasing the number allotted to any Member beyond that applied for by him) and after that allotment, any Excess Shares remaining shall be offered, subject to Article 5.9,

to any other person as the Board may determine at the same price and on the same terms as the offer to the Members.

5.8 Subject to Articles 5.6 and 5.7 and to the provisions of section 80 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

5.9 For the avoidance of doubt, the provisions of Articles 5.6 to 5.7 shall not apply to:

- (a) New Securities issued in consideration of the acquisition by the Company of any company or business;
- (b) New Securities issued as a result of a bonus issue of Shares.

6 PURCHASE OF OWN SHARES

6.1 Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

7 TRANSFER OF SHARES - GENERAL PROVISIONS

7.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

7.2 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer:-

- (a) is permitted by Article 8 (Permitted Transfers); or
- (b) is made in accordance with Article 9 (Voluntary Transfers), Article 10 (Compulsory Transfers), Article 11 (Drag Along) or Article 12 (Tag Along);

and, in any such case, is not prohibited under Article 13 (Prohibited Transfers).

7.3 The directors may (in their absolute discretion and without assigning any reason therefore) refuse to register the transfer of a share whether or not it is fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien. They may also refuse to register a transfer unless—

- (a) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
- (b) it is in respect of only one class of shares; and
- (c) it is in favour of not more than four transferees.

7.4 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

- 7.5 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
- 7.6 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 7.7 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.
- 7.8 For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice (as defined in Article 9.1) the Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as they deem relevant for such purpose.
- 7.9 Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under Article 7.3 the Board in their absolute discretion may refuse to register the transfer in question or require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned.
- 7.10 If such information or evidence requested under Article 7.8 discloses to the satisfaction of the Board in their absolute discretion that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may in their absolute discretion by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.
- 7.11 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.
- 7.12 Save as expressly permitted by these Articles no arrangement shall be entered into by any Member whereby the terms upon which that Member holds any Shares are to be varied if as a result any interest in those Shares is varied, disposed of or created or extinguished.
- 7.13 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- 7.14 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred. The directors may, by notice given at the registered address of the Member, require the person to make his election within twenty eight clear days of the notice and, if he does not do so, he shall be deemed to have elected to have become the holder of the share

- 7.15 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall (unless and so long as he fails to comply with a notice requiring him to elect under Article 7.14) have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company. When a person becomes entitled to a share by transmission, the rights of the holder to it cease. The person entitled by transmission may give a good discharge for dividends and other distributions in respect of the share.

8 PERMITTED TRANSFERS

8.1 Further definitions

For the purposes of Article 8, Article 9, Article 10, Article 11 and Article 12:-

- (a) "acting in concert" has the meaning ascribed to it in the City Code on Takeovers and Mergers as in force and construed at the date of adoption of these Articles;
- (b) "Auditors" means the auditors from time to time of the Company;
- (c) "Change of Control" means the acquisition (whether by purchase, transfer, renunciation or otherwise) by any person (who is not presently a member of the Company) ("Third Party Purchaser") of any interest in the Equity Share Capital of that company if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold more than 50 per cent. in nominal value of the Equity Share Capital;
- (d) "connected with" has the meaning ascribed to it in Section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either Section 416 or Section 840 of that Act would so require;
- (e) "Deemed Transfer Notice" means as defined in Article 10.2;
- (f) "Employee Trust" means any employee trust established by the Company;
- (g) "Equity Share Capital" shall be defined in accordance with Section 744 of the Act;
- (h) "Family Member" means, in relation to a Member, any of his mother, father, spouse (or widow or widower), children, sons-in-law, daughters-in-law and grandchildren (including step and adopted children and grandchildren) and other lineal ascendants or descendants;
- (i) "Family Shares" means, in relation to a Member, any Shares for the time being held by that Member or any of his Family Members or trustees of his Family Trust;
- (j) "Family Trust" means, in relation to a Member, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares, the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Member or any of his Family Members;

- (k) **"Investment Fund"** means any arrangement constituting a collective investment scheme for the purpose of section 235 Financial Services and Markets Act 2000 or which would constitute such a scheme if it did not fall within an exemption or exclusion to that section;
- (l) **"Member of the Same Group"** means, in relation to a body corporate, any company of which that body corporate is for the time being (i) a Subsidiary (ii) a holding company of that body corporate (iii) a Subsidiary of any company of which the body corporate is Subsidiary or (iv) a holding company of which that body corporate is also a Subsidiary;
- (m) **"Permitted Transfer"** means any transfer of Shares expressly permitted under this Article 8;
- (n) **"Permitted Transferee"** means any transferee in respect of a Permitted Transfer;
- (o) **"Valuers"** means the Auditors unless:
 - (i) a report on the Market Value (as defined in Article 9.4(b)) is to be made pursuant to a Deemed Transfer Notice and, within 21 days after the date of the Deemed Transfer Notice, the Vendor (as defined in Article 9.1) notifies the Board in writing that it objects to the Auditors making that report; or
 - (ii) the Auditors give notice to the Company that they decline an instruction to report on Market Value,

when the Valuers shall be a firm of chartered accountants agreed between the Vendor and the Board or, in default of agreement within 20 business days after the event referred to in (i) or (ii) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Vendor or the Board.

8.2 Family Members and Family Trusts

- (a) Subject to Articles 8.2(b) to 8.2(d)-(e) (inclusive), Article 8.6, Article 8.7 and Article 13, any Member who is an individual may at any time transfer Shares held by him to a person or persons shown to the reasonable satisfaction of the Board to be:
 - (i) a Family Member of his; or
 - (ii) trustees to be held under a Family Trust for him.
- (b) No transfer of Shares shall be made under Article 8.2(a):
 - (i) unless the Board has confirmed in writing its satisfaction:
 - 1) with the terms of the instruments constituting the relevant trust and in particular with the powers of the trustees including but not limited to the express power to give warranties and indemnities on any disposal of trust property;
 - 2) with the identity of the trustees and the procedures for the appointment and removal of trustees;

- 3) with the restrictions on changes in the terms of the trust instrument and on distributions by the trustees;
- 4) that none of the costs incurred in establishing or maintaining the relevant Family Trust will be payable by any Member of the Group; and
- (ii) unless the aggregate number of Shares held by that Member following that transfer exceeds the aggregate number of Shares held by that Member's Family Trusts and Family Members.
- (c) Where Shares are held by trustees under a Family Trust: -
 - (i) those Shares may, on any change of trustees, be transferred by those trustees to any new trustee(s) of that Family Trust whose identity has been approved in writing by the Board;
 - (ii) those Shares may at any time be transferred by those trustees to the settlor of that trust or any other person to whom the settlor could have transferred them under Article 8.2(a) if he had remained the holder of them; and
 - (iii) if and whenever any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under Article 8.2(c)(ii) the trustees shall forthwith give a Transfer Notice (as defined in Article 9.1) in respect of all the Shares then held by those trustees and in any event within 28 days of the Shares ceasing to be so held.
- (d) If any person has acquired Shares as a Family Member or as trustee of a Family Trust of a Member by way of one or more Permitted Transfers and that person ceases to be a Family Member or trustee of the relevant Family Trust of that Member, that person shall forthwith transfer all the Shares then held by that person back to that Member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Market Value (calculated in accordance with Article 9.14) and if they do not do so within 28 days of the date upon which the person ceases to be a Family Member or trustee of the relevant Family Trust, the directors may require the Transferee to serve a Transfer Notice in respect of such Shares.
- (e) If the personal representatives of a deceased Member are permitted under these Articles to become registered as the holders of any of the deceased Member's Shares and elect to do so, such Shares may at any time be transferred by those personal representatives under this Article 8 to any person to whom the deceased Member could have transferred such Shares under this Article 8 if he had remained the holder of them. No other transfer of such Shares by personal representatives shall be permitted under this Article 8.

8.3 Groups of companies

- (a) Subject to Article 8.3(b), Article 8.6, Article 8.7 and to Article 13, any Member which is a body corporate may at any time transfer any Shares held by it to a Member of the Same Group.
- (b) Where Shares have been transferred under Article 8.3(a) (whether directly or indirectly or by a series of such transfers) from a Member (the "Transferor") to a

Member of the Same Group as the Transferor (the "Transferee") and subsequent to such transfers the Transferee ceases to be a Member of the Same Group as the Transferor, the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceases to be a Member of the Same Group the directors may require the Transferee to serve a Transfer Notice in respect of such Shares.

8.4 Investment Funds

- (a) Subject to Article 8.4(b), Article 8.6, Article 8.7 and to Article 13, any Shares held by or on behalf of an Investment Fund may be transferred by the Member who holds them (the "Transferor"):-
- (i) to the Investment Fund for which the Shares are held; or
 - (ii) to another Investment Fund which is managed or advised by the same manager or adviser as the Transferor's or by a manager or adviser which is a Member of the Same Group as the Transferor's manager or adviser; or
 - (iii) to any unit-holder, shareholder, partner or participant in, or manager or adviser (or an officer or employee, past or present, of such partner, manager or adviser) of that Investment Fund; or
 - (iv) to any custodian or nominee or other person so authorised, to be held solely on behalf of any person referred to in any of Articles 8.4(i)-(iii) (inclusive).
- (b) Where Shares have been transferred under Article 8.4(a) (whether directly or indirectly or by a series of such transfers) by the Transferor to a person who is connected to the Transferor as referred to in any of Articles 8.4(a)(i)-(a)(iii) inclusive) (the "Transferee") and subsequent to such transfers the Transferee ceases to be connected to the Transferor by a relationship described in any of Articles 8.4(a)(i)-(a)(iii) (inclusive) the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceases to be connected to the Transferor as aforesaid, the directors may require the Transferee to serve a Transfer Notice in respect of such Shares.

8.5 Employee Trust

Subject to Article 8.6, Article 8.7 and to Article 13:-

- (a) Shares may be transferred by a Member to an Employee Trust; and
- (b) Shares may be transferred by the employees of an Employee Trust to any beneficiary of the Shares pursuant thereto without restriction as to price or otherwise and such transfer shall be registered by the directors.

8.6 With consent

Subject to Article 13 a Member may transfer any Share to any person at any time with the prior written consent of all other Members.

8.7 Entire interest

Any transfer of any Share pursuant to this Article 8 shall only be treated as a Permitted Transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust or Employee Trust, where applicable).

9 VOLUNTARY TRANSFERS

9.1 Except as expressly permitted under Article 8 (Permitted Transfers), any Member who wishes to transfer any Share or any interest in any Share (a "**Vendor**") shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing (a "**Transfer Notice**") on the Company of his wish to make that transfer.

9.2 In the Transfer Notice the Vendor shall specify:-

- (a) the number and class of Shares he wishes to transfer (or in respect of which he wishes to transfer an interest) (the "**Sale Shares**");
- (b) the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares (or the relevant interest);
- (c) the price per Share at which the Vendor wishes to transfer the Sale Shares (or the relevant interest) (the "**Proposed Price**");
- (d) any other terms relating to the transfer of the Sale Shares (or the relevant interest); and
- (e) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 9 (a "**Total Transfer Condition**").

9.3 Each Transfer Notice shall:

- (a) relate to one class of Share only;
- (b) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 9;
- (c) save as provided in Article 9.5, be irrevocable; and
- (d) not contain or be deemed to contain a Total Transfer Condition unless the same is both expressly stated therein and permitted by these Articles.

9.4 The Sale Shares shall be offered for purchase in accordance with this Article 9 at a price per Sale Share (the "**Sale Price**") agreed between the Vendor and the Board or, in default of such agreement by the end of the 20th Business Day after the date of service of the Transfer Notice, the lower of -

- (a) the Proposed Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 20th Business Day; and

- (b) if the Board so elects within that 20 Business Day period after the date of service of the Transfer Notice, the price per Sale Share determined by the Valuers to be in their written opinion the open market value of each Sale Share in accordance with Article 9.14 (the "Market Value") as at the date of service of the Transfer Notice, in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuers' report.
- 9.5 If the Market Value determined and reported by the Valuers under Article 9.4(b) is less than the Proposed Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period of 7 Business Days after the date the Board serves on the Vendor the Valuers' report of the Market Value (the "Withdrawal Period"). Following revocation of the Transfer Notice pursuant to this Article 9.5, the provisions of Article 9.4 shall apply.
- 9.6 The Board shall give an offer notice (an "Offer Notice") to all Members to whom the Sale Shares are to be offered in accordance with these Articles at least 10 Business Days after and no more than 20 Business Days after the Sale Price has been agreed or determined.
- 9.7 An Offer Notice shall expire 15 Business Days after its service and shall:-
 - (a) specify the Sale Price;
 - (b) contain the other information set out in the Transfer Notice; and
 - (c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application.
- 9.8 By the Offer Notice the Sale Shares shall be offered to the Members in proportion to their shareholding in the Company at the date of the Offer Notice (but no Shares shall be treated as offered to the Vendor or any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice).
- 9.9 After the expiry date of the Offer Notice, (or, if earlier, after valid applications being received for all the Sale Shares offered in accordance with Article 9.8), the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles, save that:-
 - (a) if there are applications for more than the number of Sale Shares available, the Sale Shares shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively;
 - (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit; and
 - (c) if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 9.10 Within 5 Business Days of the expiry date of the last Offer Notice, the Board shall give notice in writing (a "Sale Notice") to the Vendor and to each person to whom Sale Shares have been allocated (each a "Purchaser") specifying the name and address of each

Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them.

9.11 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative Share certificates to that Purchaser.

9.12 The Vendor may, during the period of 60 Business Days commencing 20 Business Days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other Members, to sell only some of the Sale Shares under this Article 9.12.

For the purposes of this Article 9.12, the proposed transferee is under no obligation to purchase all or any of the Sale Shares for which a Sale Notice has not been given.

9.13 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 9:-

- (a) the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of that Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf;
- (b) the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
- (c) the Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
- (d) the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and
- (e) after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 9.13, the validity of the proceedings shall not be questioned by any person.

9.14 If instructed to report on Market Value under Article 9.4(b) the Valuers shall:-

- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Members (except in the case of manifest error); and
- (b) proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which the Sale Shares forms part, divided by the number of issued Shares then comprised in that class, and applying discount to take into account to the size of the holding the subject of the Transfer Notice and/or any restrictions on the transferability of the Sale Shares.

9.15 The Company will use its reasonable endeavours to procure that the Valuers deliver their report on the Market Value to the Board and to the Vendor within 28 days of being requested to do so.

9.16 The Valuers' fees for reporting on Market Value shall be paid as to one half by the Vendor and as to the other half by the Purchasers *pro rata* to the number of Sale Shares purchased by them unless:-

- (a) the Vendor revokes the Transfer Notice pursuant to Article 9.5; or
- (b) none of the Sale Shares are purchased by the Members pursuant to this Article 9;

when the Vendor shall pay all the Valuers' fees.

10 COMPULSORY TRANSFERS

10.1 In this Article 10, a "Transfer Event" occurs, in relation to any Member:-

- (a) if that Member being an individual:
 - (i) has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction; or
 - (ii) dies; or
 - (iii) suffers from mental disorder and is admitted to hospital or becomes subject to any court order referred to in Article 20.6(c),

and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Member for the purposes of this Article 10; or

- (b) if that Member makes or offers or purports to make any arrangement or composition with his creditors generally and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Member for the purposes of this Article 10; or

- (c) if that Member being a body corporate:-

- (i) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
- (ii) has an administrator appointed in relation to it; or
- (iii) enters into liquidation (other than a voluntary liquidation for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction); or
- (iv) has any equivalent action in respect of it taken in any jurisdiction; or
- (v) suffers a Change of Control,

and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Member for the purposes of this Article 10; or

- (d) subject to Article 10.7, if a Member who is at any time a director or employee of the Company or a Member of the Same Group as the Company:-

- (i) ceases to hold such office or employment (other than by circumstances falling within Articles 10.1(a) or 10.1(b)); and
 - (ii) does not remain or thereupon immediately become a director or employee of another Member of the Same Group; and
 - (iii) within the following twelve months the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article 10; or
 - (e) if a Member or any Family Member or the trustees of any Family Trust of a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with Article 8 (Permitted Transfers), Article 9 (Voluntary Transfers) and this Article 10 (Compulsory Transfers) or in breach of Article 12 (Tag Along) or Article 13 (Prohibited Transfers) and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Member for the purposes of this Article 10; or
 - (f) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by 8.2(c)(ii), 8.2(d), 8.3(b) or 8.4(b) and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Member for the purposes of this Article 10.
- 10.2 Upon the passing of a resolution under Article 10.1 that, an event is a Transfer Event, the Member in respect of whom the Transfer Event has occurred (the "**Relevant Member**") and any other Member who has acquired Shares from him under a Permitted Transfer (as described in Article 8) (directly or by means of a series of two or more Permitted Transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Member(s) (a "**Deemed Transfer Notice**"), (which expression includes a Transfer Notice given under Articles by 8.2(c)(ii), 8.2(d), 8.3(b) or 8.4(b); provided that on the death of an Investor, the Shares held by such Investor may be transferred to those persons referred to in Article 8.2(a), pursuant to Article 8.1(e).
- 10.3 For the purpose of Articles 10.2 and 10.4, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more Permitted Transfers) shall also be treated as included within the Deemed Transfer Notice.
- 10.4 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- 10.5 Notwithstanding any other provision of these Articles, if the Board so resolves in relation to any Shares, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of Members of the Company of another person as the holder of those Shares.
- 10.6 The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 9 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:-

- (a) subject to Article 10.7, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Board or, in default of agreement within 15 Business Days after the passing of the resolution under Article 10.1 that the same is a Transfer Event, the Market Value;
 - (b) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 9.5 or otherwise;
 - (c) the Vendor may retain any Sale Shares for which Purchasers are not found;
 - (d) the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and
 - (e) Article 7 shall apply.
- 10.7 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 10.1(d) shall:-
- (a) if the Relevant Member is a Good Leaver (as defined in Article 10.10) be their Market Value; and
 - (b) if the Relevant Member is a Bad Leaver (as defined in Article 10.10) be their Market Value less a discount as follows:-
 - (i) if the Relevant Member ceases to hold office or employment for a period of less than 15 months from the commencement of their employment a discount of 75%;
 - (ii) if the Relevant Member ceases to hold office or employment for a period of less than 24 months but more than 15 months from the commencement of their employment a discount of 50%; and
 - (iii) if the Relevant Member ceases to hold office or employment for a period of less than 36 months but more than 24 months from the commencement of their employment a discount of 25%.
- 10.8 For the purposes of Article 10.7(b), the Board shall have the absolute discretion to waive the level of discount to be applied in determining the Share Price to be attributed to the Sale Shares.
- 10.9 A dispute as to whether Article 10.7(a) or Article 10.7(b) applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice but any person who acquires Sale Shares (the "Purchaser") pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Vendor their Market Value discounted in accordance with Article 10.7(b) (assuming, that the Relevant Member is a Bad Leaver) and shall pay the amount of such discount to the Company. The Company shall hold that discount in a separate bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute as follows:-
- (a) to the Purchaser(s) in the case of a Bad Leaver; and
 - (b) to the Vendor in the case of a Good Leaver.

Provided always that if the Vendor and the Purchaser(s) otherwise agree in writing and notify such agreement to the Company it shall hold and deal with the moneys paid into such account and interest as such agreement and notice may specify even though the issue of whether the Relevant Member was a Good Leaver or a Bad Leaver has not been resolved.

10.10 In Articles 10.7 and 10.8:-

- (a) **"Good Leaver"** means a Relevant Member, who ceases to be a director or employee (other than a person who has been declared bankrupt) as a result of:-
- 1) death, illness (including mental illness), permanent disability, permanent incapacity through ill-health; or
 - 2) termination by notice by the Company under his/her contract of employment; or
 - 3) wrongful dismissal; or
 - 4) in circumstances where he has been dismissed from employment and such dismissal is found to have been unfair by any employment tribunal or any appellate body thereof.
- (b) **"Bad Leaver"** refers to any Relevant Member who for any reason and in any circumstances ceases to be a director or employee in circumstances where he is not deemed to be a Good Leaver.

10.11 For the purpose of Article 10.1(d), the date upon which a Member ceases to hold office as an employee shall:-

- (a) where the employer terminates or purports to terminate a contract of employment by giving notice to the employee of the termination of the employment, (whether or not the same constitutes a wrongful or unfair dismissal), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);
- (b) where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able so to do), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice;
- (c) subject to Article 10.11(a) and 10.11(b) where an employer or employee wrongfully repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively;
- (d) where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event; and
- (e) where a contract of employment is terminated for any reason other than in the circumstances set out in Article 10.11(a) to (d) (inclusive) be the date on which the action or event giving rise to the termination occurs.

- 10.12 Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then, except as permitted by Article 8.6, no Permitted Transfer under Article 8 may be made in respect of such Share unless and until a Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 9 shall have expired without such allocation.

11 DRAG ALONG

- 11.1 Subject to Article 11.2, if any one or more Members holding at least 75% of the Shares (together the **"Selling Shareholders"**) wish to transfer all their Shares (the **"Relevant Shares"**), the Selling Shareholders shall have the option (the **"Drag Option"**) to require all the other holders of Shares to transfer all their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 11.
- 11.2 The Selling Shareholders may exercise the Drag Option by giving notice to that effect (a **"Drag Notice"**) to all other Shareholders (the **"Dragged Shareholders"**) at any time before the registration of the transfer of Shares resulting in the Change of Control. A Drag Notice shall specify that the Dragged Shareholders are required to transfer all their Shares (the **"Dragged Shares"**) pursuant to Article 11.1 to the Third Party Purchaser, the price at which the Dragged Shares are to be transferred (determined in accordance with Article 11.5) the proposed date of transfer and the identity of the Third Party Purchaser.
- 11.3 A Drag Notice is irrevocable but the Drag Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Drag Notice.
- 11.4 The Dragged Shareholders shall be obliged to sell the Dragged Shares at the price specified in the Drag Notice which shall attribute an equal value to all Shares (including the Relevant Shares).
- 11.5 Completion of the sale of the Dragged Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:-
- (a) all of the Dragged Shareholders and the Selling Shareholders agree otherwise; or
 - (b) that date is less than 7 days after the date of the Drag Notice, when it shall be deferred until the 7th day after the date of the Drag Notice.
- 11.6 Each of the Dragged Shareholders shall on service of the Drag Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Dragged Shares pursuant to this Article 11.

12 TAG ALONG

- 12.1 Subject to Article 11 (*Drag Along*) but notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any Share (the **"Specified Shares"**) shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a *bona fide* offer in accordance with these Articles to purchase at the Specified Price (defined in Article 12.3), all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser (the **"Uncommitted Shares"**).

12.2 An offer made under Article 12.1 shall be in writing, given in accordance with Article 24, open for acceptance for at least 21 days, and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.

12.3 For the purposes of this Article 12, the expressions "transfer", "transferor" and "transferee" include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter of allotment; and

13 PROHIBITED TRANSFERS

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

14 GENERAL MEETINGS

14.1 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

14.2 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the shares giving that right.

14.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

14.4 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

14.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

15 PROCEEDINGS AT GENERAL MEETINGS

15.1 No business shall be transacted at any meeting unless a quorum is present. Subject to these Articles, the quorum at any general meeting shall be two or more Members present in person or by proxy provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum.

15.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If a general meeting is so adjourned, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall form a quorum.

- 15.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 15.4 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 15.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 15.6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 15.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by the chairman or by any person present entitled to vote upon the business to be transacted.
- 15.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 15.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 15.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 15.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 15.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 15.13 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every fully paid share of which he is the holder.
- 15.14 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 15.15 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 15.16 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 15.17 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 15.18 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 15.19 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)—

"The Lightning Car Company Limited

.....

I/We,, of, being a member/members of the above-named company, hereby appoint of, or failing him, of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 20....., and at any adjournment thereof.

Signed on 20..... "

- 15.20 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)—

"The Lightning Car Company Limited

.....

I/We,, of, being a member/members of the above-named company, hereby appoint of, or failing him of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company, to be held on 20....., and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

*Resolution No. 1 *for *against*

*Resolution No. 2 *for *against.*

**Strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of 20.....".

- 15.21 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may—
- (a) in the case of an instrument in writing be left at or sent by post or by facsimile transmission to the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications—
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address not less than 48 hours before the time for holding the

meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid unless a majority of the Board resolve otherwise.

In this Article and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

- 15.22 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited, left or sent or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

16 NUMBER OF DIRECTORS

The number of directors shall not be less than two and there shall be no maximum number.

17 ALTERNATE DIRECTORS

- 17.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 17.2 An alternate director shall (subject to his giving the Company an address within the United Kingdom at which notice may be served upon him) be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 17.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.
- 17.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

- 17.5 Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.
- 17.6 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 17.7 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

18 POWERS OF DIRECTORS

- 18.1 Subject to the provisions of the Act, the memorandum and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or these Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 18.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

19 DELEGATION OF DIRECTORS' POWERS

- 19.1 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying. Any committee shall have power, unless the directors direct otherwise, to co-opt as a member or members of the committee for any specific purposes any person, or persons, not being a director of the Company.

20 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 20.1 No person shall be appointed or reappointed a director at any general meeting unless—
- (a) he is recommended by the directors; or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.
- 20.2 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of

the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors.

20.3 Subject as aforesaid, The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

20.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors

20.5 The office of a director shall be vacated if both:

- (a) (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee within the meaning of Article 10.11, of the Company or any subsidiary without being appointed or continuing to be an employee of another Member of the Group; and
- (b) a majority of the Board so requires.

20.6 The office of director shall also be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either—
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

21 REMUNERATION AND EXPENSES OF DIRECTORS

21.1 The directors shall be entitled to such remuneration by way of directors' fees as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

- 21.2 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

22 DIRECTORS' APPOINTMENTS AND INTERESTS

- 22.1 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Unless the contrary shall be provided in the terms of his appointment, any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

- 22.2 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material 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 or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or 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 otherwise interested; and
- (c) shall not, subject to the terms of any contract of employment between the Company and the director, by reason of his office, be accountable to the Company for any benefit which he derives from any such office 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.

- 22.3 For the purposes of the preceding Article—

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

23 PROCEEDINGS OF DIRECTORS

- 23.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

- 23.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 23.3 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting is.
- 23.4 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 23.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 23.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 23.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 23.8 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject where applicable to such disclosure a director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and be counted in determining the quorum.
- 23.9 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 23.10 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company or any body corporate in which the

Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

- 23.11 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

24 SECRETARY

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

25 MINUTES

- 25.1 The directors shall cause minutes to be made in books kept for the purpose—
- (a) of all appointments of officers made by the directors; and
 - (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

26 THE SEAL

- 26.1 The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

27 DIVIDENDS

- 27.1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
- 27.2 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 27.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares

during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

- 27.4 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 27.5 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 27.6 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 27.7 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

28 ACCOUNTS

- 28.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

29 CAPITALISATION OF PROFITS

- 29.1 The directors may with the authority of an ordinary resolution of the Company—
- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
 - (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;

- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions; and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

30 NOTICE

- 30.1 Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board or shall be sent to any number or address used for the purpose of electronic communications and identified for that purpose by the Company.
- 30.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member, or by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 30.3 In these Articles, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 30.4 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 30.5 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 30.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given by post. Proof of who was telephoned and the date and time of the call shall be conclusive evidence that notice was given by telephone. A comprehensive transaction report or log generated by a fax machine, suitably certified by or on behalf of the Company, shall be conclusive evidence that notice was given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the Company, shall be conclusive evidence that notice was given by e-mail.
- 30.7 A notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication or published on a website (other than notices transmitted by telephone call which shall be

deemed to have been given immediately after the time the telephone call was made), at the expiration of 24 hours after the time it was sent or published.

- 30.8 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

31 WINDING UP

- 31.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

32 INDEMNITY

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company shall be indemnified out of the assets of the Company against any costs, charges, losses and liabilities incurred by him for negligence, default, breach of duty or breach of trust in relation to the Company provided that nothing in this Article shall be deemed to provide for or entitle any such person to indemnification to the extent that it would cause this Article or any element of it to be treated as void under the Act.