

COMPANY NUMBER: 06651251

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
Written resolution OF
BREAKTHROUGH MEDIA NETWORK LTD
(the Company)

CIRCULATED ON 28 February 2020

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution of the Company (the **Resolution**):


Special Resolution

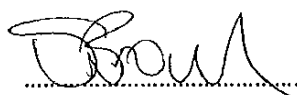
1. That the articles of association attached to this Resolution be adopted as articles of association of the Company in substitution of, and to the exclusion of, the Company's existing articles of association.

Agreement

Please read the explanatory notes at the end of this document before signifying your agreement to the resolutions.

We, the undersigned, were at the time the resolution was circulated entitled to vote on the resolution and irrevocably agree to the resolution.


Signature for and on behalf of Name Date
Breakthrough Media Network Ltd ROBERT ELLIOTT 28/2/2020


Signature for and on behalf of Name Date
Breakthrough Media Network Ltd Scott Brown 28 Feb 2020

SATURDAY



Company number: 06651251

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BREAKTHROUGH MEDIA NETWORK LTD

(adopted by special resolution passed on 28/02/ 2020)

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Contents

1. EXCLUSION OF OTHER REGULATIONS	4
2. INTERPRETATION	4
3. LIABILITY OF MEMBERS	8
4. GENERAL	8
6. DIRECTORS MAY DELEGATE	9
7. COMMITTEES	9
8. COMPANY NAME	10
9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY	10
10. UNANIMOUS DECISIONS	10
11. CALLING A DIRECTORS' MEETING	10
12. PARTICIPATION IN DIRECTORS' MEETINGS	11
13. QUORUM FOR DIRECTORS' MEETINGS	11
14. CHAIRING OF DIRECTORS' MEETINGS	11
15. VOTING AT DIRECTORS' MEETINGS	12
16. CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS	12
17. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	12
18. DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST ..	13
19. QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE	13
20. RECORDS OF DECISIONS TO BE KEPT	14
21. DIRECTORS' DISCRETION TO MAKE FURTHER RULES	14
22. NUMBER OF DIRECTORS	14
23. METHODS OF APPOINTING DIRECTORS	14
24. TERMINATION OF DIRECTOR'S APPOINTMENT	14
25. DIRECTORS' REMUNERATION	14
26. DIRECTORS' EXPENSES	15
27. APPOINTMENT AND REMOVAL OF ALTERNATES	15
28. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	15
29. TERMINATION OF ALTERNATE DIRECTORSHIP	16
30. SHARE CAPITAL	16
31. ALL SHARES TO BE FULLY PAID UP	18
32. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	18
33. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	18
34. ALLOTMENT AND ISSUE OF SHARES AND SALE AND TRANSFER OF TREASURY SHARES	18
35. SHARE CERTIFICATES	19

36. REPLACEMENT SHARE CERTIFICATES	19
37. COMPANY'S LIEN OVER SHARES.....	20
38. ENFORCEMENT OF THE COMPANY'S LIEN.....	20
39. NO VOTING OF SHARES WHERE MONEY OWED TO COMPANY	21
40. SUB-DIVISION OR CONSOLIDATION OF SHARES	21
41. CLASS MEETINGS	21
42. VARIATION OF RIGHTS.....	21
43. RIGHTS DEEMED VARIED AND NOT VARIED.....	21
44. SHARE TRANSFERS	21
45. RESTRICTIONS ON TRANSFERS OF SHARES.....	22
46. TRANSFERS SUBJECT TO PRE-EMPTION	22
47. TAG ALONG.....	25
48. DRAG ALONG.....	26
49. DETERMINING FAIR VALUE	26
50. TRANSMISSION OF SHARES	27
51. EXERCISE OF TRANSMITTEES' RIGHTS.....	27
52. TRANSMITTEES BOUND BY PRIOR NOTICES	27
53. PROCEDURE FOR DECLARING DIVIDENDS	27
54. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS.....	28
55. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY	28
56. NO INTEREST ON DISTRIBUTIONS.....	29
57. UNCLAIMED DISTRIBUTIONS.....	29
58. NON-CASH DISTRIBUTIONS	29
59. WAIVER OF DISTRIBUTIONS	29
60. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS 29	
61. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	30
62. QUORUM FOR GENERAL MEETINGS	30
63. CHAIRING GENERAL MEETINGS	31
64. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS 31	
65. ADJOURNMENT.....	31
66. VOTING: GENERAL.....	31
67. ERRORS AND DISPUTES	32
68. POLL VOTES	32
69. CONTENT OF PROXY NOTICES	32

70. DELIVERY OF PROXY NOTICES	32
71. AMENDMENTS TO RESOLUTIONS	33
72. MEANS OF COMMUNICATION TO BE USED	33
73. COMPANY SEALS	34
74. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	34
75. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	34
76. WINDING UP	34
77. INDEMNITY	35
78. INSURANCE	35

Company number: 06651251

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of**

BREAKTHROUGH MEDIA NETWORK LTD

(adopted by special resolution passed on 2020)

PART 1

EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY

1. EXCLUSION OF OTHER REGULATIONS

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

2. INTERPRETATION

2.1. In these Articles, unless the context otherwise requires:

“Act”

means the Companies Act 2006;

“Acting in Concert”

has the meaning given in the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (as amended from time to time);

“address”

includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

“Allocation Notice”

has the meaning given in Article 46.10

“Alternate” or “Alternate Director”

has the meaning given in Article 27;

“A Ordinary Shares”

means A Ordinary Shares of £0.01 each in the capital of the Company;

“Appointor”

has the meaning given in Article 27;

“Articles”

means the Company’s articles of association for the time being in force and **“Article”** is one of these Articles;

“Bankruptcy”

means individual insolvency proceedings in any jurisdiction;

“B Ordinary Shares”

means B Ordinary Shares of £0.01 each in the capital of the Company;

“Business Day”

means a day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the city of London are generally open for business;

“Capitalised Sum”

has the meaning given in Article 60.1;

“Chairman”

has the meaning given in Article 14;

“Chairman of the meeting”

has the meaning given in Article 63.3;

“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 or received and the day for which it is given or on which it is to take effect;

“Companies Acts”

means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

“Company”

means Breakthrough Media Network Ltd, incorporated in England (company number 06551251);

“Company’s Lien”

has the meaning given in Article 37.1;

“Completion Date”

has the meaning given in Article 46,10;

“C Ordinary Shares”

means C Ordinary Shares of £0,01 each in the capital of the Company;

“Director”

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

“Distribution Recipient”

has the meaning given in Article 54.2;

“Document”

includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form”

has the meaning given in section 1168 of the Act;

“Eligible Director”

means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the matter);

“Expert”

has the meaning given in Article 49.3;

“Fair Value”

has the meaning given in Article 49;

“First Hurdle Amount”

means £2,000,000;

“fully paid”

in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

“Group”

means the Company and its subsidiaries and **“Group Company”** means any one of them;

“hard copy” “electronic form” and related expressions have the meanings given in section 1168 of the Act;

“Holder”

in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“including”

means including, without limitation, and **“include”** shall be construed accordingly;

“instrument”

means a document in hard copy form;

“Minimum Transfer Condition”

has the meaning given in Article 46.2(d);

“Offer Period”

has the meaning given in Article 46.8;

“Ordinary Resolution”

has the meaning given in section 282 of the Act;

“Original Shareholder”

means a person (whether or not they remain a Shareholder) who is a Shareholder on or immediately after the date of adoption of these Articles, or who subsequently becomes a Shareholder;

“paid”

means paid or credited as paid;

“participate”,

in relation to a Directors’ meeting, has the meaning given in Article 12;

“Persons Entitled”

has the meaning given in Article 60.1;

“Proxy Notice”

has the meaning given in Article 69.1;

“Return of Capital”

means a liquidation, dissolution, winding-up or any other return of capital or assets by the Company (except the payment of any dividend or redemption of Shares of any class or the purchase by the Company of any of its Shares);

“Sale”

means the bona fides transfer, whether through a single transaction or a series of transactions, to a person (being neither an Original Shareholder nor the Company) or any such persons Acting in Concert with each other, of Shares as a result of which such person acquires 75 per cent, or more of all the Shares (or interests in such Shares) (disregarding for the purpose of that calculation any Treasury Shares);

“Sale Shares”

has the meaning given in Article 46.2;

“Selling Shareholder”

has the meaning given in Article 46.2;

“Second Hurdle Amount”

means £4,000,000;

“Shares”

means the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares or such other shares in the capital of the Company from time to time and “Share” means any one of them;

“Shareholder”

means a Holder for the time being of any Shares, other than the Company holding Treasury Shares;

“Special Resolution”

has the meaning given in section 283 of the Act;

“subsidiary”

has the meaning given in section 1159 of the Act;

“Transfer Notice”

has the meaning given in Article 46.2;

“Transmittee”

means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

“Treasury Shares”

means Shares held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

“Whole Interest”

in relation to a Share, means the whole legal title to, and equitable interest in, it and any further Shares derived from it, free from all encumbrances, and with all rights attaching to it or them; and

“writing” or “written”

means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise.

2.2. In these Articles, unless the context requires otherwise;

(a) bodies corporate are “associated” if one is a subsidiary of the other or both are subsidiaries

of the same body corporate;

- (b) an **"interest"** in a share includes any interest of any kind whatsoever in a share or a right attaching to it, including where there is a contingent interest or right;
- (c) **"transfer"** of a Share includes:
 - (i) any direction by a Shareholder that a Share be allotted, issued or transferred to a person other than himself; and
 - (ii) any sale or any other disposition (including the creation, or allowing the creation, of any encumbrance over it) of any interest in it;
- (d) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated;
- (e) subject to paragraph (f) a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force;
- (f) other words or expressions shall bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company; and
- (g) the headings are used for convenience only and shall not affect the interpretation of these Articles.

2.3. These Articles include provisions of a scheme for encouraging or facilitating the holding of Shares by or for the benefit of:

- (a) the *bona fide* employees or former employees of the Company or any other body corporate which is associated with the Company; or
- (b) the spouses, civil partners, surviving spouses, surviving civil partners, or minor children or step-children of such employees or former employees.

3. LIABILITY OF MEMBERS

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. GENERAL

4.1. Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4.2. The objects of the Company are to promote the success of the Company;

- (a) for the benefit of its members as a whole; and
- (b) through its business and operations, to have a material positive impact on
 - (i) society and
 - (ii) the environment,

taken as a whole.

4.3. A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in paragraph (4.2) above, and in doing so shall have regard (amongst other matters) to:

- (a) the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders,

- (b) the interests of the Company's employees,
- (c) the need to foster the Company's business relationships with suppliers, customers and others,
- (d) the impact of the Company's operations on the community and the environment and on affected stakeholders,
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
- (f) the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the "**Stakeholder Interests**" and each a "**Stakeholder Interest**").

- 4.4. For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.
- 4.5. Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 4.6. The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

5. SHAREHOLDERS' RESERVE POWER

- 5.1. The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

6. DIRECTORS MAY DELEGATE

- 6.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred *on* them under the Articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions, as
they think fit.
- 6.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. COMMITTEES

- 7.1. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 7.2. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

8. COMPANY NAME

The Company's name may be changed by the Directors.

DECISION-MAKING BY DIRECTORS

9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 9.1. The general rule about decision-making by Directors is that any decision of the Directors must be either:

- (a) a majority decision at a meeting; or
- (b) a decision taken in accordance with Article 10.

- 9.2. if and so long as:

- (a) the Company only has one Director; and
- (b) no provision of the Articles, including as to the number of Directors and the quorum for Directors' meetings, requires it to have more than one Director,

the general rule about decision-making by Directors does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making (apart from Article 20 regarding recording his decisions) and he may, alone, exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally.

10. UNANIMOUS DECISIONS

- 10.1. A decision of the Directors is taken in accordance with this Article 10 when all Eligible Directors indicate to each other by any means that they agree on a matter.
- 10.2. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 10.3. A decision may not be taken in accordance with this Article 10 if the Eligible Directors would not have formed a quorum at a Directors' meeting.

11. CALLING A DIRECTORS' MEETING

- 11.1. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 11.2. Notice of any Directors' meeting must indicate:
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.3. Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 11.4. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of

that meeting, by giving notice to that effect to the Company before, on or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other.
- 12.3. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. QUORUM FOR DIRECTORS' MEETINGS

- 13.1. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, other than in accordance with Article 13.4.
- 13.2. Subject to Article 13.3, the quorum for Directors' meetings shall be two Eligible Directors.
- 13.3. For the purposes of any meeting (or part of a meeting) held pursuant to Article 18.1 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 13.4. If the total number of Directors for the time being is less than the quorum required or the minimum number of Directors, the Directors must not take any decision other than a decision to:
 - (a) effect transfers in accordance with these Articles; or
 - (b) appoint further Directors sufficient to make up the quorum; or
 - (c) propose a written resolution of Shareholders; or
 - (d) call a general meeting.

14. CHAIRING OF DIRECTORS' MEETINGS

- 14.1. The Directors *may appoint a Director to chair* their meetings.
- 14.2. The person so appointed for the time being is known as the "**Chairman**".
- 14.3. The Directors may terminate the Chairman's appointment at any time (without prejudice to any claim which the Chairman may have for breach of any service contract between him and the Company).
- 14.4. If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

15. VOTING AT DIRECTORS' MEETINGS

12

- 15.1. Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors.
- 15.2. Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote.
- 15.3. Subject to Article 15.4, a Director, who pursuant to the Act or Article 17 has declared to the other Directors the nature and extent of his interest, or in respect of whom a conflict matter is authorised in accordance with Article 18.1 or otherwise, shall be entitled to vote in respect of that matter or any matter arising from it, and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken.
- 15.4. in relation to any conflict matter authorised in accordance with Article 18.1, the Director shall not have the right to vote on that matter if:
 - (a) that right is removed by the terms and conditions of the authorisation; or
 - (b) the Director is, either by himself or by the other Directors, excluded from any meeting or discussion on that matter pursuant to Article 18.2(c).

16. CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

- 16.1. If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting shall not have a casting vote.

17. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

- 17.1. Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated companies is otherwise interested; and
- (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 associated company of the Company or any other body corporate in which the Company is interested,

and:

- (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such 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;
- (ii) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate;
- (iii) he shall not be required to disclose to the Company, or use in performing his duties as a Director of the Company, any confidential information relating to such office, employment, transaction, arrangement or interest if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that office, employment, transaction, arrangement or interest; and
- (iv) he may absent himself from discussions, whether in meetings of the Directors or otherwise and exclude himself from information, which will or may relate to that office, employment, transaction, arrangement or interest.

- 17.2. For the purposes of this Article 17:

- (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;

- (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;
- (c) a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- (d) a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

18. DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST

- 18.1. The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Act, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties).
- 18.2. If a matter has been authorised by the Directors in accordance with Article 18.1, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors:
- (a) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised;
 - (b) the Director shall not be required to disclose to the Company, or to use or apply, in performing his duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to that matter;
 - (c) the Director may either attend or absent himself from:
 - (i) meetings of the Directors, or of any committee of the Directors, at which anything relating to that matter will or may be discussed; or
 - (ii) any discussion on such matter, at a meeting or otherwise,
 and the Directors may exclude him from any such meeting or discussion;
 - (d) the Director or the Directors may make arrangements for the Company either to send and make available to him, or not to send or make available to him, any Documents and information relating to that matter;
 - (e) the Director shall be entitled to accept any benefit which he may derive from that matter, and he shall not be accountable to the Company for any benefit which he or a person connected with him may derive from any such matter; and
 - (f) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit,
- and the Director shall not be in breach of any of his general duties to the Company as a Director in relation to such matter, so long as he does not infringe these Articles and any terms and conditions of the authorisation in relation to such matter.
- 18.3. Articles 18.1 and 18.2 are without prejudice to the operation of any other provision or procedure authorising the Director's conflict of interest.

19. QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE

- 19.1. Subject to Article 19.2, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of that meeting whose ruling in relation to any Director other than the chairman is to be final and conclusive.
- 19.2. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of that meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20. RECORDS OF DECISIONS TO BE KEPT

- 20.1. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision made by the Directors.
- 20.2. All decisions of the Directors, whether made at a meeting or otherwise, must be recorded in writing.

21. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS**22. NUMBER OF DIRECTORS**

Unless otherwise determined by Special Resolution, the number of the Directors (other than Alternate Directors) shall be not less than two and there shall be no maximum.

23. METHODS OF APPOINTING DIRECTORS

- 23.1. Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- (a) by Ordinary Resolution; or
 - (b) by a decision of the Directors,
- as long as the appointment does not cause the number of Directors (excluding Alternate Directors who are not also Directors) to exceed any maximum fixed by or otherwise determined in accordance with these Articles.
- 23.2. In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Company will by default nominate for appointment the following three positions to become Directors:
- (a) the Financial Controller;
 - (b) the Head of Production & Finance; and
 - (c) the Director of Strategy & Campaigns.
- 23.3. For the purposes of Article 23.2, each person, once so nominated, shall have the right, by notice in writing to the Company, to appoint in their stead a natural person that is an employee of the Company within the management team of the Company, who is willing to act and is permitted to do so, to be a Director.

24. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

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

25. DIRECTORS' REMUNERATION

- 25.1. Directors may provide any services to the Company that the Directors decide.
- 25.2. Directors are entitled to such remuneration as determined by the Directors:
- (a) for their services to the Company as Directors; and/or
 - (b) for any other service which they provide to the Company.

25.3. Subject to the Articles, a Director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

25.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

25.5. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

26. DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors (including Alternate Directors) properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors; or
- (b) general meetings; or
- (c) separate meetings of the Holders of any class of Shares or of debentures of the Company; or
- (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

27. APPOINTMENT AND REMOVAL OF ALTERNATES

27.1. Any Director (other than an Alternate Director) (the "Appointor") may appoint as his alternate ("**Alternate**" or "**Alternate Director**") any other Director or any other person approved by decision of the Directors, willing to act, to:

- (a) exercise that Director's powers; and
 - (b) carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

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

27.3. The notice of appointment must:

- (a) identify the proposed Alternate;
- (b) contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Director giving the notice; and
- (c) specify when the appointment commences.

28. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

28.1. An Alternate Director has the same rights in relation to any decision of the Directors as his Appointor.

28.2. Except as the Articles specify otherwise, Alternate Directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors.

28.3. An Alternate Director:

- (a) may act as Alternate Director to more than one Director;
- (b) has the same rights as his Appointor to receive notice of and attend and vote at a meeting of the Directors or of a committee of the Directors;
- (c) has one vote for every Eligible Director for whom he acts as Alternate Director in addition to his

own vote (if any) as an Eligible Director at such a meeting but he counts as only one for the purpose of determining whether a quorum is present; and

- (d) may participate in a unanimous decision of the Directors for each of his Appointors who is an Eligible Director in addition to his own participation (if any) as an Eligible Director.

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

29. TERMINATION OF ALTERNATE DIRECTORSHIP

29.1. An Alternate Director's appointment as an Alternate terminates:

- (a) when the Alternate's Appointor revokes the appointment in accordance with Article 29.2;
- (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the Alternate's Appointor; or
- (d) when the Alternate's Appointor's appointment as a Director terminates.

29.2. The revocation of the Alternate's appointment by his Appointor must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors.

29.3. The notice of revocation must:

- (a) identify the Alternate; and
- (b) specify when the appointment terminates.

PART 3 SHARES AND DISTRIBUTIONS SHARES

30. SHARE CAPITAL

30.1. The share capital of the Company at the date of the adoption of these Articles is divided into A Ordinary Shares of £0.01 each, B Ordinary Shares of £0.01 each and C Ordinary Shares of £0.01 each. The A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are separate classes of Shares.

30.2. The Shares shall rank *pari passu* in all respects save as otherwise set out in these Articles.

30.3. Where a Shareholder agrees not to exercise, or waives, his voting rights in relation to any Shares held by him, he has no right to vote at meetings of Shareholders, and he is not entitled to vote on a written resolution, in respect of those Shares.

30.4. The Company has no right to attend or vote at meetings of Shareholders and it is not entitled to vote on a written resolution, in respect of any Treasury Shares.

30.5. The Shares shall have the following rights and be subject to the following restrictions:

(a) Voting:

- (i) the Holders of A Ordinary Shares shall be entitled to receive notice of, and to attend and vote at general meetings of the Company;
- (ii) subject to any rights or restrictions attached to any A Ordinary Shares and to any suspension or abrogation of voting rights pursuant to the Articles, at a general meeting, on a show of hands every Holder of A Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, shall have one vote and on a poll every Holder of A Ordinary Shares present in person or by proxy shall have one vote for every A Ordinary Share of which he is the holder;
- (iii) the Holders of B Ordinary Shares and C Ordinary Shares shall not be entitled to receive

notice of, or to attend general meetings of the Company, nor shall the Holders of B Ordinary Shares or C Ordinary Shares be entitled to vote upon any resolution (save as provided in Article 42);

- (iv) the Holder of A Ordinary Shares shall be entitled to sign any resolution of the members of the Company passed by way of written resolution. The Holder of B Ordinary Shares and C Ordinary Shares shall have no such voting rights.

(b) Income:

- (i) all dividends or other income distributions resolved to be distributed by the Company in respect of any accounting period shall be distributed amongst the Holders for the time being of the A Ordinary Shares on a pro rata basis according to the number of A Ordinary Shares held by them;
- (ii) the Holders of the B Ordinary Shares and C Ordinary Shares shall not be entitled to receive dividends or other income distributions in respect of them.

(c) Capital:

On a Return of Capital the assets of the Company available for distribution amongst the Shareholders after payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following manner and in the following order of priority:

- (i) first, in payment to the Shareholders any dividend or other distribution declared but otherwise unpaid by the Company;
- (ii) second (to the extent that the assets available for distribution exceed the First Hurdle Amount) in paying to the Holders of C Ordinary Shares an amount equal to such proportion of the excess over the First Hurdle amount as the number of C Ordinary Shares in issue bears to the total number of Shares in issue, divided pro rata to the number of C Ordinary Shares held by them;
- (iii) third (to the extent that the assets available for distribution exceed the Second Hurdle Amount) in paying to the Holders of B Ordinary Shares an amount equal to such proportion of the excess over the Second Hurdle amount as the number of B Ordinary Shares in issue bears to the total number of Shares in issue, divided pro rata to the number of B Ordinary Shares held by them;
- (iv) the balance (if any) of such amounts shall be distributed to the Holders of A Ordinary Shares pro rata to the number of Shares held by them.

(d) Sale:

In the event of a Sale, the proceeds shall (subject to Articles 30.6 and 30.7) be allocated in the order of priority set out in Article 30.5(c). The Directors shall not register any transfer of Shares if the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares pursuant to a Sale (the "**Sale Proceeds**") is not distributed in that manner provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Sale:

- (i) the Directors may register that transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Sale (the "**Initial Consideration**") have been distributed in the order of priority set out in Article 30.5(c); and
- (ii) each Shareholder shall take any action (to the extent lawful and within his control) to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in the Article 30.5(c),

- 30.6. In the event of a Sale which constitutes a sale of less than 100 per cent, of the entire issued share capital of the Company, the Directors may in their absolute discretion determine that the First Hurdle Amount and / or the Second Hurdle Amount be adjusted to such amount as would entitle the Holders of B Ordinary Shares or C Ordinary Shares (as the case may be) to the same amount per share as they would (in the Directors' reasonable opinion) have been entitled to if they had participated in a sale of 100 per cent, of the entire issued share capital of the Company. By way of example only, in the event of a Sale of 75 per cent, of each of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares, the Directors may

determine that the First Hurdle Amount and Second Hurdle Amount be reduced by 25 per cent.

- 30.7. In the event of a Sale for consideration which consists partly of deferred or contingent consideration (the **"Deferred or Contingent Consideration"**), the Directors may in their absolute discretion determine that the Initial Consideration be allocated amongst the Holders of A Ordinary Shares and the Holders of B Ordinary Shares and the Holders of C Ordinary Shares on the basis of their reasonable estimate of the likely Sale Proceeds, PROVIDED THAT the Holders of the A Ordinary Shares and the Holders of the B Ordinary Shares and the Holders of the C Ordinary Shares agree to such adjustments to the Deferred or Contingent Consideration and / or as between themselves as will ensure that (when Sale Proceeds have become certain) they ultimately receive the amount to which they are entitled in accordance with Article 30.5(d). By way of example only (and assuming for these purposes that no C Ordinary Shares are in issue), in the event of a Sale of the entire issued share capital of the Company where the Initial Consideration is £4,000,000 and the Deferred or Contingent Consideration is £3,000,000, the Directors may determine that the Initial Consideration and the Deferred or Contingent Consideration can each be split as to 4/7ths between the holders of A Ordinary Shares only, and the remaining 3/7ths between the holders of A Ordinary Shares and B Ordinary Shares pro rata. In the event that the Deferred or Contingent Consideration in this example turned out to be less than £3,000,000, adjustment may be required of later payments to ensure that all Holders of A Ordinary Shares and Holders of B Ordinary Shares receive the correct amount in accordance with Article 30.5(d).
- 30.8. The Company may, in accordance with section 692(1 ZA) of the Act, purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, up to an aggregate purchase price in a financial year of the lower of:
- (a) £15,000; or
 - (b) the nominal value of 5 per cent, of the Company's fully paid share capital as at the beginning of the financial year.

31. ALL SHARES TO BE FULLY PAID UP

- 31.1. No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 31.2. This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

32. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 32.1. Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 32.2. The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

33. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, *no* person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it.

34. ALLOTMENT AND ISSUE OF SHARES AND SALE AND TRANSFER OF TREASURY SHARES

- 34.1. Subject to the Articles, all unissued Shares and all Treasury Shares shall be at the disposal of the Directors who may allot, grant options over, sell, transfer or otherwise dispose of them to such persons on such terms and at such times as they think fit.
- 34.2. At any time when the Company has only one class of Shares, the Directors may exercise the powers given by section 550 of the Act.
- 34.3. At any time when the Company has more than one class of Shares, in accordance with section 551 of the Act, the Directors are generally and unconditionally authorised to allot Shares (or grant rights to subscribe

for or to convert any security into Shares) up to an aggregate nominal amount of £50 for a period expiring on the date which is five years after the date the resolution is passed adopting these Articles (unless previously renewed, revoked or varied). The Company may, before the expiry of the authorisation, make an offer or agreement which would or might require Shares to be allotted (or any such rights to be granted) after such expiry and the Directors may allot Shares (or grant any such rights) in pursuance of such offer or agreement as if this authority had not expired. This authority is in substitution for all subsisting authorities to the extent unused.

- 34.4. All the requirements of sections 561 and 562 of the Act (Existing shareholders' right of pre-emption) are excluded generally in relation to the allotment by the Company of equity securities (as defined in section 560 of the Act) including the sale of Shares that immediately before the sale were Treasury Shares.
- 34.5. Unless Shareholders representing not less than 75 per cent, of the total voting rights attaching to the Shares (excluding Treasury Shares) have otherwise agreed in writing, all Shares which the Directors propose to allot shall be offered on identical terms to all the Shareholders in proportion as nearly as may be to the number of Shares held by them respectively.
- 34.6. Any such offer under Article 34.5 shall be made by notice in writing specifying the number and class of Shares offered, the price, and the period (being not less than 20 Business Days) within which the offer must be accepted in writing. Any such offer which is not so accepted shall be deemed to be declined.
- 34.7. Any Shares not accepted pursuant to Article 34.6, or not capable of being offered except by fractions, may be disposed of by the Directors in such manner as they think fit, as long as they are disposed of on terms that are not more favourable to their subscribers or purchasers than the terms on which they were originally offered.
- 34.8. The Company shall only be permitted to sell or transfer any Treasury Shares to any person with the prior written agreement of Shareholders representing not less than 75 per cent, of the total voting rights attaching to the Shares (excluding Treasury Shares).

35. SHARE CERTIFICATES

- 35.1. The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 35.2. Every certificate must specify:
 - (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares;
 - (c) that the Shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- 35.3. No certificate may be issued in respect of Shares of more than one class.
- 35.4. If more than one person holds a Share, only one certificate may be issued in respect of it.
- 35.5. Certificates must:
 - (a) have affixed to them the Company's common seal; or
 - (b) be otherwise executed in accordance with the Companies Acts.

36. REPLACEMENT SHARE CERTIFICATES

- 36.1. If a certificate issued in respect of a Shareholder's Shares is:
 - (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed,
 that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 36.2. A Shareholder exercising the right to be issued with such a replacement certificate:
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the Directors decide.

COMPANY'S LIEN

37. COMPANY'S LIEN OVER SHARES

- 37.1. The Company has a lien (the "**Company's Lien**") over every Share for all monies presently payable by a Shareholder or his estate to the Company either alone or jointly with any other person. This lien shall attach to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered Holder of those Shares or one of two or more joint Holders.
- 37.2. The Company's Lien over a Share:
- (a) takes priority over any third party's interest in that Share; and
 - (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- 37.3. The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

38. ENFORCEMENT OF THE COMPANY'S LIEN

- 38.1. Subject to the provisions of this Article 38 if:
- (a) a lien enforcement notice has been given in respect of a Share; and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that Share in such manner and to such person as the Directors decide.
- 38.2. A lien enforcement notice:
- (a) may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - (b) must specify the Share concerned;
 - (c) must require payment of the sum payable within 14 clear days of the notice;
 - (d) must be addressed either to the Holder of the Share or to any Transmittree of the Share or to any other person otherwise entitled to it; and
 - (e) must state the Company's intention to sell the Share if the notice is not complied with.
- 38.3. Where any Share is sold under this Article 38:
- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
 - (b) the transferee of the Share shall be registered as the Holder of the Share notwithstanding that he may not be able to produce the Share certificate, he is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading or relating to the sale.
- 38.4. The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
 - (b) second, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Directors has been given to the Company for any lost certificate, and subject to a lien (equivalent to the Company's Lien over the Share before the sale) for any other monies payable by him or his estate to the Company after the date of the lien enforcement notice.

38.5. A statutory declaration by a Director or the Company secretary (if any) that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against *all* persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

RESTRICTIONS ON SHAREHOLDERS' RIGHTS

39. NO VOTING OF SHARES WHERE MONEY OWED TO COMPANY

For so long as the Company's Lien subsists over a Share, the Directors may decide that no voting rights, or any other rights in relation to general meetings or Shareholders' resolutions attached to that Share, may be exercised, unless and until all amounts payable to the Company in respect of that lien have been paid.

ALTERATION OF SHARE CAPITAL

40. SUB-DIVISION OR CONSOLIDATION OF SHARES

- 40.1. An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others.
- 40.2. Whenever as a result of a sub-division, consolidation or division of Shares any difficulty arises, the Directors may settle it as they think fit, including as to fractions of a Share.

APPLICATION OF ARTICLES TO CLASS MEETINGS

41. CLASS MEETINGS

The provisions of the Act and these Articles relating to general meetings, and of the Act relating to separate general meetings of the Holders of a class of Shares, of the Company apply, with necessary modifications, to meetings of the Holders of any class of Shares.

VARIATION OF RIGHTS

42. VARIATION OF RIGHTS

Whenever the capital of the Company is divided into different classes of Shares, the rights attached to any class of Shares may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) in accordance with the Act, and in particular section 630 of the Act.

43. RIGHTS DEEMED VARIED AND NOT VARIED

Unless otherwise expressly provided by the rights attached to any class of Shares, those rights:

- (a) shall be deemed to be varied by:
 - (i) the reduction of the capital paid up (as to nominal value) on those Shares; and
 - (ii) the allotment or issue of further Shares ranking in priority for payment of a dividend or in respect of capital or which otherwise carry more favourable rights than the first-mentioned Shares; and
- (b) shall be deemed not to be varied by:
 - (i) the purchase or acquisition by the Company of any of its own Shares; and
 - (ii) the allotment or issue of further Shares having the same rights as, or ranking *pari passu* with, or subordinate to, or carrying less favourable rights than the first-mentioned Shares.

TRANSFER OF SHARES

44. SHARE TRANSFERS

- 44.1. Shares may be transferred by means of an instrument of transfer, in any usual form or any other form

approved by the Directors, which is executed by or on behalf of the transferor.

- 44.2. No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Share.
- 44.3. The Company may retain any instrument of transfer which is registered.
- 44.4. The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 44.5. Notwithstanding any other provisions of these Articles, no transfer of any Share shall be registered if it is to a minor.
- 44.6. The Directors must refuse to register the transfer of a Share which is not permitted by these Articles. The Directors may also refuse to register the transfer of a Share on which the Company has a lien and/or unless the certificate for the Share (or an indemnity for lost certificate in a form acceptable to the Directors) and other evidence satisfactory to the Directors of the right to make the transfer is produced to them and/or unless the transfer is duly stamped or certified (if appropriate). Subject to this or as required by law, the Directors must register the transfer of a Share made in accordance with these Articles.
- 44.7. If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal, unless the Directors suspect that the proposed transfer may be fraudulent.

45. RESTRICTIONS ON TRANSFERS OF SHARES

- 45.1. No person shall be entitled to transfer any Share unless the transfer is made:
 - (a) the prior written agreement of Shareholders representing not less than 75 per cent, of the total voting rights attaching to the Shares (excluding Treasury Shares);
 - (b) pursuant to Article 46 (Transfers subject to pre-emption);
 - (c) pursuant to Article 47 (Tag along);
 - (d) pursuant to Article 48 (Drag along); or
 - (e) pursuant to Article 38 (Enforcement of the Company's Lien),
 provided that those restrictions on transfer provisions listed in this Article 45.1 do not apply to the sale or transfer by the Company of Treasury Shares.

Information request

- 45.2. To enable the Directors to determine that these Articles have been complied with, the Directors may require:
 - (a) any Shareholder;
 - (b) the legal personal representatives of any deceased Shareholder;
 - (c) any person entitled to any Shares in consequence of the Bankruptcy or insolvency of a Shareholder;
 - (d) any person named as transferee in any transfer lodged for registration; or
 - (e) any other person whom the Directors reasonably believe to have relevant information, to provide the Company with any information that they may require for this purpose.
- 45.3. If the information requested under Article 45.2 is not provided in writing, within such period as the Directors may reasonably allow, to enable the Directors to determine to their reasonable satisfaction that no breach of these Articles has occurred, or if as a result of the information provided the Directors are reasonably satisfied that a breach has occurred, the Directors may immediately notify the Holder of the Shares in question in writing of that fact and a Transfer Notice is deemed to have been given in respect of the Shares at a time determined by the Directors.

46. TRANSFERS SUBJECT TO PRE-EMPTION

- 46.1. Save where the provisions of Articles 38 (Enforcement of the Company's lien), 47 (Tag along) or 48 (Drag

along) apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 46.

Service of Transfer Notice

- 46.2. Any person wishing to transfer any of his Shares (a **"Selling Shareholder"**) must first give a notice in writing (a **"Transfer Notice"**) to the Company, specifying:
- (a) the number and class of Shares that he wishes to transfer (the **"Sale Shares"**);
 - (b) the price in cash for which he wishes to transfer each of the Sale Shares;
 - (c) the name of the third party (if any) to whom he proposes to transfer the Sale Shares; and
 - (d) whether the notice is conditional upon all, or a specified number of, the Sale Shares being sold to other Shareholders or the Company (the **"Minimum Transfer Condition"**).
- 46.3. Each Transfer Notice must be in respect of one class of Shares only.
- 46.4. A Transfer Notice appoints the Company the agent of the Selling Shareholder for the sale of the Whole Interest in the Sale Shares at the Fair Value, subject if applicable to the Minimum Transfer Condition.

Offer of Shares to Company

- 46.5. As soon as practicable and in any event within 15 Business Days following the determination of the Fair Value pursuant to Article 49, and after expiry of any right of the Selling Shareholder to revoke his Transfer Notice under Article 46.13 (after Expert's certificate), the Directors shall first decide whether the Company wishes to purchase all or some of the Sale Shares (subject to the Act). If the Directors do so decide, subject always to the Act, the Company may purchase all or some of the Sale Shares at the Fair Value as soon as practicable thereafter, subject to the Minimum Transfer Condition being satisfied or waived.

Completion of sale to Company

- 46.6. If the Company is willing to purchase all or some of the Sale Shares and has satisfied the legal requirements to enable it to do so, the Directors shall give notice in writing to the Selling Shareholder of the place and time at which the sale of those Sale Shares to the Company is to be completed. The Selling Shareholder shall then be bound, upon the payment of the Fair Value, to deliver the relevant share certificates (or an indemnity for lost certificate in a form acceptable to the Directors) and transfer the Whole Interest in such Sale Shares to the Company at that place and time.

Offer of Shares to Shareholders

- 46.7. As soon as it is apparent that the Company does not wish to, or is unable to, purchase all or some of the Sale Shares, the Company shall give notice in writing to all the Shareholders (other than the Selling Shareholder) offering the Sale Shares, or remaining Sale Shares, for sale at the Fair Value.
- 46.8. The offer to each Shareholder made pursuant to Article 46.7 shall:
- (a) state the total number and class of Sale Shares offered and the *Fair Value per Sale Share*;
 - (b) invite the Shareholder to apply in writing within 10 Business Days of the date of the offer (**"Offer Period"**) and specify the maximum number of the Sale Shares he is willing to purchase; and
 - (c) state the Minimum Transfer Condition, if any.

Allocation to Shareholders

- 46.9. At the end of the Offer Period the Directors shall in respect of each class of Sale Shares offered to the Shareholders allocate the Sale Shares, or remaining Sale Shares, among the Shareholders in accordance with the applications received, save that:
- (a) if there are applications for more than the number of Sale Shares offered to the Shareholders:
 - (i) they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number of applied for by him) to the number of Shares of the class then held by them respectively;
 - (ii) if it is not possible to allocate any of the Sale Shares without involving fractions, or if there remain unallocated Sale Shares, they shall be allocated amongst the applicants with

unsatisfied applications, in such manner as the Directors shall think fit (but in respect of each such applicant, not exceeding the maximum number specified in his application); and

- (a) if there is a Minimum Transfer Condition, no allocation of Sale Shares shall be made unless the Minimum Transfer Condition has been satisfied or waived.

Completion of sale to Shareholders

- 46.10. The Directors shall, within 10 Business Days after the expiry date of the Offer Period, give notice to all the purchasing Shareholders and the Selling Shareholder of their allocation of Sale Shares in accordance with Article 46.9 (an **"Allocation Notice"**). The Allocation Notice shall be in writing and shall specify the name and address of each purchasing Shareholder, the number of Sale Shares to be purchased by each of them and the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of those Sale Shares to purchasing Shareholders is to be completed (the **"Completion Date"**).
- 46.11. The Selling Shareholder shall be bound, upon the payment of the Fair Value, to deliver the relevant Share certificates (or an indemnity for lost certificate in a form acceptable to the Directors) and transfer the Whole Interest in the Sale Shares as specified in the Allocation Notice on the Completion Date.

Selling Shareholder's right to sell Sale Shares to third party

- 46.12. In the event that any Sale Shares are not, through no default of the Selling Shareholder, sold in accordance with the preceding provisions of this Article 46, the Selling Shareholder may, within 40 Business Days after receiving written notice from the Company of that event, transfer the Whole Interest in any such unsold Sale Shares, at a price at least equal to the Fair Value, to any person, whose identity the Directors have approved (such approval not to be unreasonably withheld or delayed). It will be reasonable for the Directors to withhold such approval if they are reasonably of the opinion that:
 - (a) the proposed transferee is a person (or a nominee for a person) who is a competitor with (or associated with or interested in a competitor with) the business of the Company or another Group Company; or
 - (b) such a transfer of the Sale Shares would be detrimental to the business of the Company or another Group Company; or
 - (c) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the proposed transferee; or
 - (d) the Selling Shareholder has failed or refused to provide promptly information available to the Selling Shareholder and reasonably requested by the Directors to enable them to form this opinion.

Revocation of Transfer Notice

- 46.13. In the event that the Fair Value specified in any Expert's certificate obtained in accordance with Article 49 is less than 95 per cent, of the proposed price specified by the Selling Shareholder in his Transfer Notice pursuant to Article 46.2, the Selling Shareholder shall, subject to Article 46.16, have the right, by notice in writing to the Company given within five Business Days after the copy of the Expert's certificate is sent to him in accordance with Article 49.5, to revoke his Transfer Notice.
- 46.14. A Selling Shareholder may revoke his Transfer Notice at any other time with the unanimous written consent of the Directors who may impose such conditions on any such consent as they see fit, including a condition that the Selling Shareholder bear all the related costs.
- 46.15. Upon revocation by the Selling Shareholder of a Transfer Notice the Company shall return to the Selling Shareholder the original Transfer Notice in respect of the Sale Shares.
- 46.16. If the Selling Shareholder within 12 months of revoking a Transfer Notice pursuant to Articles 46.13 or 46.14 serves a further Transfer Notice, the right of revocation contained in those Articles shall not apply in respect of such further Transfer Notice.

Failure by Selling Shareholder to transfer Sale Shares

- 46.17. if the Selling Shareholder fails to transfer (or complete the transfer of) any of the Sale Shares in accordance with Article 46.6 or 46.11:
 - (a) one of the Directors, nominated by a resolution of the Directors for the purpose, shall be deemed

to be duly appointed as the agent of the Selling Shareholder, with full power to execute, complete and deliver, in the name and on behalf of the Selling Shareholder, the agreement or transfer necessary to transfer the relevant Shares to the purchasing Shareholder and/or the Company (as the case may be);

- (b) the appointment referred to in Article 46.17(a) is irrevocable and is given to secure the performance of the obligations of the Selling Shareholder under these Articles;
- (c) the Directors may receive and give a good discharge for the purchase money on behalf of the Selling Shareholder and (subject to the transfer or Companies House return being duly stamped, or as appropriate certified, if necessary) enter the name of the purchasing Shareholder in the register of members as the Holder by transfer of the Shares so purchased by *him and/or* register the Shares as Treasury Shares or cancel those Shares, or treat them as cancelled, in accordance with sections 729 or 706 of the Act (as the case may be) notwithstanding (if such is the case) that the Selling Shareholder has failed to deliver up the certificate for the relevant Sale Shares (or an indemnity for lost certificate);
- (d) the purchasing Shareholder or the Company shall then become indefeasibly entitled to the Whole Interest in those Shares on such a purchase and if, on a purchase by the Company, those Shares are cancelled or treated as cancelled, they shall not be available for reissue;
- (e) the Directors shall then pay the purchase money into a separate bank account in the name of the Company on trust (but without interest), or otherwise hold the purchase money on trust, for the Selling Shareholder until he has sent his certificate for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Directors) to the Company at which point he shall be paid the purchase money without interest and less any sums owed to the Company by him; and
- (f) the transfer shall constitute a good title to the relevant Shares and the purchasing Shareholder's and/or the Company's title to the relevant Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their transfer under this Article 46.17.

47. TAG ALONG

47.1. If the effect of any proposed transfer of Shares would be a Sale, the intending transferor of such Shares may not complete that transfer unless it has first procured the proposed acquirer under the Sale to make an offer (the "Tag Offer") to buy from all the other Shareholders all the Shares held by them, together with all their interests in such Shares, in accordance with this Article 47.

47.2. The Tag Offer must be in writing and specify:

- (a) that the proposed acquirer under the Sale is offering to buy from all the other Shareholders all the Shares held by them together with all their interests in such Shares, in accordance with this Article 47;
- (b) the purchase price per Share, which (subject to Article 47.3) must be at least equal to the highest price per Share of the same class, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;
- (d) that it is open for acceptance for a period which must be not less than 10 Business Days;
- (e) that the offeree Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares held by such Shareholder; and
- (f) no other terms or conditions that are less favourable for the offeree Shareholder than under the proposed Sale.

47.3. If a Tag Offer is *made* to the Holder of a particular class of Shares, and no Shares *of* that class are already participating in the Sale, then the price to be paid for such Shares will be such price as the Directors reasonably determine the Holder of those Shares would have received in accordance with Article 30.5 if they had participated in the Sale.

47.4. If any offeree Shareholder fails to transfer his Shares pursuant to the Tag Offer which he has accepted,

the provisions of Article 46.17, with appropriate modifications, apply.

47.5. The purchase of Shares pursuant to the Tag Offer is not subject to any of the other restrictions on transfer of Shares under these Articles.

47.6. No Tag Offer need be made if a Drag along Notice has been served under Article 48.

48. DRAG ALONG

48.1. If the effect of any proposed transfer of Shares would be a Sale, the intending transferor of such Shares has the right to give notice to all the other Shareholders requiring them to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale (the “**Drag along Notice**”) in accordance with this Article 48.

48.2. The Drag along Notice must be in writing and specify:

- (a) that those Shareholders are required to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale, in accordance with this Article 48;
- (b) the purchase price per Share, which (subject to Article 48.3) must be at least equal to the highest price per Share of the same class, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;
- (d) that the other Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares held by such Shareholder; and
- (e) no other terms or conditions that are less favourable to the other Shareholder than under the proposed Sale.

48.3. If a Drag along Notice is served on the Holder of a particular class of Shares, and no Shares of that class are already participating in the Sale, then the price to be paid for such Shares will be such price as the Directors reasonably determine the Holder of those Shares would have received in accordance with Article 30.5 if they had participated in the Sale.

48.4. If any of those other Shareholders fails to transfer his Shares pursuant to the Drag along Notice, the provisions of Article 46.17, with appropriate modifications, apply.

48.5. The purchase of Shares pursuant to the Drag along Notice is not subject to any of the other restrictions on transfer of Shares under these Articles.

49. DETERMINING FAIR VALUE

49.1. The “**Fair Value**” in relation to any Sale Shares shall be such price per Share:

- (a) as agreed between the Directors and the Selling Shareholder within five Business Days after the date on which the Directors become aware that a Transfer Notice is given or deemed given; or
- (b) failing such agreement as described in Article 49.1(a), as certified by an Expert in accordance with the following provisions of this Article.

49.2. If the Directors and the Selling Shareholder are unable to agree the Fair Value pursuant to Article 49.1(a), an Expert shall be appointed to certify the Fair Value of the Sale Shares.

49.3. For the purpose of this Article 49, the “**Expert**” is either the Company’s auditors or, if they are unable or unwilling to act or if the Directors or the Selling Shareholder do not wish the auditors to act, an independent firm of accountants or valuers, which is chosen and appointed as follows. The Directors and the Selling Shareholder may agree on the identity of such a firm and approve and sign its terms of engagement; but if no such firm is agreed and/or if its terms of engagement are not signed by all the parties within 15 Business Days after the date on which the Directors become aware that a Transfer Notice is given or deemed given, the Directors or the Selling Shareholder may apply for the nomination and/or appointment of such a firm, and/or for the determination of its terms of engagement, by the President for the time being of the Institute

of Chartered Accountants in England and Wales and whichever of them does not make such application to the President may not oppose or seek to delay, in any manner whatsoever, any such nomination, appointment and determination by the President. If either the Selling Shareholder or the Directors on behalf of the Company fail to sign reasonable terms of engagement of the firm nominated by the said President within 10 Business Days after the date they are sent those reasonable terms, the nominated firm shall be deemed to have been appointed and shall be permitted to act upon such terms of engagement as if they had been signed by each of the parties.

- 49.4. The Fair Value shall then be the value that the Expert certifies, in his opinion, to be the fair value of the Sale Shares, as at the date on which the Transfer Notice is given or deemed given.
- 49.5. On appointment, the Expert shall be requested to deliver its certificate of the Fair Value of the Sale Shares in writing to the Company, so that the Company receives it within 25 Business Days of the appointment. As soon as the Company receives the certificate it shall send a copy of it to the Selling Shareholder.
- 49.6. The Expert shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 49.7. The Expert may have access to all accounting records or other relevant Documents of the Company, subject to any confidentiality restrictions.
- 49.8. The cost of obtaining the Expert's certificate shall be borne equally by the Company and the Selling Shareholder, except that if the Selling Shareholder, within 12 months of revoking a Transfer Notice under Article 46.13, gives a further Transfer Notice, the cost of obtaining the Expert's certificate in relation to such further Transfer Notice shall be borne wholly by the Selling Shareholder.

TRANSMISSION OF SHARES

50. TRANSMISSION OF SHARES

- 50.1. If title to a Share passes to a Transmittor, the Company may only recognise the Transmittor as having any title to that Share.
- 50.2. A Transmittor who produces such evidence of entitlement to Shares as the Directors may properly require:
 - (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.
- 50.3. Transmitters do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares.

51. EXERCISE OF TRANSMITTERS' RIGHTS

- 51.1. Transmitters who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 51.2. If the Transmittor wishes to have a Share transferred to another person, the Transmittor must execute an instrument of transfer in respect of it.
- 51.3. Any transfer made or executed under this Article 51 is subject to the Articles and is to be treated as if it were made or executed by the person from whom the Transmittor has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

52. TRANSMITTERS BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a Transmittor is entitled to those Shares, the Transmittor is bound by the notice if it was given to the Shareholder before the Transmittor's name, or the name of any other person nominated under Article 50.2 has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

53. PROCEDURE FOR DECLARING DIVIDENDS

- 53.1. The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 53.2. A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 53.3. No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 53.4. Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 53.5. If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 53.6. The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 53.7. If the Directors act in good faith, they do 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 Shares with deferred or non-preferred rights.

54. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 54.1. Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the Distribution Recipient in writing;
 - (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient in writing;
 - (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
 - (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 54.2. In the Articles, the Distribution Recipient' means, in respect of a Share in respect of which a dividend or other sum is payable:
 - (a) the Holder of the Share; or
 - (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
 - (c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmitttee.

55. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

- 55.1. If:
 - (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a lien enforcement notice in respect of it,
 they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice.
- 55.2. Money so deducted must be used to pay any of the sums payable in respect of that Share.
- 55.3. The Company must notify the Distribution Recipient in writing of:
 - (a) the fact and amount of any such deduction;
 - (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - (c) how the money deducted has been applied.

56. NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the Holder of that Share and the Company.

57. UNCLAIMED DISTRIBUTIONS

57.1. All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

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

57.3. If:

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

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

58. NON-CASH DISTRIBUTIONS

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

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

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

59. WAIVER OF DISTRIBUTIONS

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

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

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

CAPITALISATION OF PROFITS**60. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

60.1. Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

- (b) appropriate any sum which they so decide to capitalise (a **"Capitalised Sum"**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **"Persons Entitled"**) and in the same proportions,

except that where a Capitalised Sum is applied in paying up in full new Shares, the **"Persons Entitled"** are extended to include the Company in respect of any Treasury Shares, in accordance with Article 60.3.

60.2. Capitalised Sums must be applied:

- (a) on behalf of the Persons Entitled; and
 (b) in the same proportions as a dividend would have been distributed to them.

60.3. Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct, and for this purpose the Company *is* able to participate in the relevant allotment in relation to any Treasury Shares

60.4. A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

60.5. Subject to the Articles, the Directors may:

- (a) apply Capitalised Sums in accordance with Articles 60.3 and 60.4 partly in one way and partly in another;
 (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 60 (including the issuing of fractional certificates or the making of cash payments); and
 (c) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 60.

PART 4 DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

61. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

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

61.2. A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

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

61.4. In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other as long as they can all hear and speak to each other.

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

62. QUORUM FOR GENERAL MEETINGS

62.1. No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

62.2. Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder (but not

including for this purpose proxies or corporate representatives of the same Shareholder), shall be a quorum.

63. CHAIRING GENERAL MEETINGS

- 63.1. If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 63.2. If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no Directors are present) the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
- 63.3. The person chairing a meeting in accordance with this Article 63 is referred to as the “**Chairman of the meeting**”.

64. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 64.1. Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 64.2. The Chairman of the meeting may permit other persons who are not:
- (a) Shareholders; or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,
- to attend and speak at a particular general meeting.

65. ADJOURNMENT

- 65.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.
- 65.2. The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 65.3. The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 65.4. When adjourning a general meeting, the Chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 65.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days’ notice of it:
- (a) to the same persons to whom notice of the Company’s general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 65.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

66. VOTING: GENERAL

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

67. ERRORS AND DISPUTES

- 67.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 67.2. Any such objection must be referred to the Chairman of the meeting, whose decision is final

68. POLL VOTES

- 68.1. A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 68.2. A poll may be demanded at any *general* meeting by:
- (a) the Chairman of the meeting; and
 - (b) a person having the right to vote on the resolution.
- 68.3. A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the Chairman of the meeting consents to the withdrawal, and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 68.4. Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

69. CONTENT OF PROXY NOTICES

- 69.1. Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
- (a) states the name and address of the Shareholder appointing the proxy;
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,
- and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting.
- 69.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 69.3. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 69.4. Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

70. DELIVERY OF PROXY NOTICES

- 70.1. A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company:

- (a) in the case of a meeting or adjourned meeting, at any time before the time for holding the meeting or adjourned meeting, or any lesser time that the Directors may specify; and
 - (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 70.2. In calculating the periods mentioned in Article 70.1 no account shall be taken of any part of a day that is not a Business Day.
- 70.3. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 70.4. An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 70.5. A notice revoking a proxy appointment only takes effect if it is delivered before the poll is taken.
- 70.6. If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

71. AMENDMENTS TO RESOLUTIONS

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

PART 5

ADMINISTRATIVE ARRANGEMENTS

72. MEANS OF COMMUNICATION TO BE USED

- 72.1. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 72.2. The Company may send or supply Documents or information to Shareholders by making them available on a website.
- 72.3. Subject to the Articles, any notice or Document or other information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents or other information for the time being.
- 72.4. A Director may agree with the Company that notices or Documents or other information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 72.5. Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an

address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the Document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later), when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 72.5, no account shall be taken of any part of a day that is not a Business Day.

- 72.6. Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent. Proof that a notice or other Document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other Document was sent.

73. COMPANY SEALS

73.1. Any common seal of the Company may only be used by the authority of the Directors.

73.2. The Directors may decide by what means and in what form any common seal is to be used.

73.3. Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed at least by:

- (a) two Authorised Persons; or
- (b) one Authorised Person in the presence of a witness who attests the signature.

73.4. For the purposes of this Article 73, an "Authorised Person" is:

- (a) any Director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is affixed.

74. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

75. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

WINDING UP

76. WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders 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 Shareholders or different classes of Shareholders. 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

Shareholders as he with the like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability.

DIRECTORS' INDEMNITY AND INSURANCE

77. INDEMNITY

- 77.1. Subject to Article 77.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer may be indemnified out of the Company's assets (including by funding any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in connection with:
- (a) any negligence, default, breach of duty or breach of trust in relation to the company of which he is a relevant officer;
 - (b) the Company's, or any of its associated companies', activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
 - (c) the actual or purported execution and/or discharge of his duties.
- 77.2. This Article **77** does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 77.3. In this Article **77** a "**relevant officer**" means any current or former director, alternate director, or other officer of the Company or of an associated company of the Company, but excluding any person engaged by that company as auditor.

78. INSURANCE

- 78.1. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 78.2. In this Article 78:
- (a) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company of the Company, or a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested; and
 - (b) a "**relevant officer**"¹ means any current or former director, alternate director or other officer of the Company or of an associated company of the Company (but excluding any person engaged by that company as auditor) or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested.