

Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

WEDNESDAY



PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED

Date 24 Oct 2015

NAME OF SHAREHOLDER (print)

DAVID CLEAVELLY

NOTES if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green Clearwater House, 4-7 Manchester Street London W1U 3AE

If you do not agree to the above Resolution, you do not need to do anything, you will not be deemed to agree to the Resolution if you fail to reply. However, once you have indicated your agreement to the Resolution, and returned it to the Company you cannot revoke your agreement.

Unless, by twenty-eight (28) days after the Circulation Date stated above sufficient agreement has been received for the Resolution to be passed, it will lapse. As such, if you do agree to the Resolution, please ensure that your agreement is received by the Company before close of business on the date which falls 28 days after the stipulated Circulation Date

In the case of any joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members of the Company

If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

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

**NEW ARTICLES OF ASSOCIATION**

(adopted by special resolution on \_\_\_\_\_ 2015)

**UNITED AUTHORS PUBLISHING LIMITED**

Incorporated in ENGLAND & WALES

on

09/06/2010

Registration number

07279146

COMPANIES ACT 2006 - PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

UNITED AUTHORS PUBLISHING LIMITED

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PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

**Defined terms**

1 In the articles, unless the context requires otherwise

"2006 Act" means the Companies Act 2006,

"Acceptance" has the meaning given to it in article 26A(9),

"Accepting Shareholder" has the meaning given in article 29B(5),

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

"articles" means the company's articles of association,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"Board" means the board of directors of the company as constituted from time to time,

"Business Day" means a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business,

"Buyer" has the meaning given in article 29B(1),

"Called Shareholders" has the meaning given in article 29A(1),

"Called Shares" has the meaning given in article 29A(2)(a),

"chairman" has the meaning given in article 12,

"chairman of the meeting" has the meaning given in article 39,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

"Confidential Information" means all and any information (whether or not recorded in documentary form or on a computer disk or tape) relating to the business methods, corporate plans, management systems, finances, business opportunities or research and development projects of the company or relating to the marketing or sales of any past, present or future product or service of the company including, without limitation, sales information and plans, market share, pricing statistics, marketing plans, market research reports, sales techniques, price lists, discount structures, advertising and promotional material, the names, addresses, telephone numbers and contact names of past, present and potential customers of, and past, present and potential suppliers to, the company, the nature of their business operations, their requirements for any product or service sold to or purchased by the company and all confidential aspects of their business relationship with the company and any trade secrets, secret formulae, processes, inventions, designs, know-how, discoveries, technical information relating to the creation, production or supply of any past, present or future product or service of the company (and includes any other information bearing a similar level of confidentiality or in

respect of which the company owes an obligation of confidentiality to a third party which any Employee/Director Shareholder acquires at any time during his employment and which is not readily available to persons not connected with the company,

"Continuing Shareholders" has the meaning given in article 26A(4),

"Controlling Interest" means an interest in shares giving to the holder or holders control of the company within the meaning of section 840 of the Income and Corporation Taxes Act 1988,

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

"Discounted Value" has the meaning given to it in article 26E(2),

"distribution recipient" has the meaning given in article 31,

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

"Drag Along Notice" has the meaning given in article 29A(2),

"Drag Along Option" has the meaning given in article 29A(1),

"electronic form" has the meaning given in section 1168 of the Companies Act 2006,

"Employee/Director Shareholder" means any employee or director (other than a non-executive director) of the company who holds shares in the company,

"Family Trust" means, in relation to any Original Shareholder, a trust or settlement set up wholly for the benefit of that Original Shareholder or his Privileged Relations,

"Fair Value" has the meaning given to it in article 26E(1),

"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,

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006,

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

"instrument" means a document in hard copy form,

"Investment Fund" means any fund, partnership, company, syndicate or other entity whose business is managed or advised by an Investment Manager,

"Investment Manager" means a person whose principal business is to make, manage or advise upon investments in securities, "Issue Price" means, in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium,

"Leaver" means an employee or director of the company (other than a non-executive director) who ceases to be employed or to be a director of the company other than by reason of any of the events of default specified in article 26B(1),

"Leaver Notice" has the meaning given in article 26C(2),

"Member of the Same Group" means, as regards any undertaking (as defined in section 1161 of the 2006 Act), any parent undertaking of it, and any subsidiary undertaking of any such parent undertaking, and any other undertaking under the same ultimate common control (and for which purpose, "control" shall have the same meaning as is attributed to it in section 450 of the Corporation Tax Act 2010 and as if references in such section 450 to a company included any form of undertaking)

"Member of the Same Fund Group" means, where the shareholder is an Investment Fund or the nominee of an Investment Fund (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business) (b) any other Investment Fund managed or advised by the Investment Manager of such Investment Fund or an Investment Manager which is a Member of the Same Group as that Investment Manager (c) any trustee, nominee or custodian of such Investment Fund and *vice versa* (d) the Investment Manager of that Investment Fund or an Investment Manager of any other Investment Fund which is a Member of the Same Fund Group as that Investment Fund (or a nominee of any such Investment Manager) and *vice versa* or (e) any Member of the Same Group as that Investment Manager

"Members' Proportion" has the meaning given in article 22A(1),

"non-executive director" means a director who is not a full or part-time employee of the company or the holder of an executive office within the company

"Offer" has the meaning given in article 29B(2),

"Offer Notice" has the meaning given in article 29B(3),

"Offer Period" has the meaning given in article 29B(3),

"Offer Shares" has the meaning given in article 29B(3)(d),

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006, "paid" means paid or credited as paid,

"Original Shareholder" means a person who is registered as shareholder of the company at the date of adoption of these articles,

"participate", in relation to a directors' meeting, has the meaning given in article 10, "proxy notice" has the meaning given in article 45,

"Permanently Incapacitated" in relation to an Employee/Director Shareholder, means where he is unable to continue to carry out his duties for the company as a result of sickness, accident or mental or physical incapacity for a period exceeding 365 days and "Permanent Incapacity" shall be construed accordingly,

"Permitted Transferee" means (a) in relation to a transferor who is an individual, any of the transferor's Privileged Relations or Family Trust, (b) in relation to a transferor which is a company, a Member of the Same Group as the transferor, (c) in relation to a transferor



which is an Investment Fund, a Member of the Same Fund Group as the transferor or (d), in any case, another person who, at the time of the transfer in question, is already registered as a shareholder of the company,

"Privileged Relation" means, in relation to an Original Shareholder, his or her spouse, children and grandchildren (including step and adopted children of that Original Shareholder) and step and adopted children of that Original Shareholder's children,

"Proposed Buyer" has the meaning given in article 29A(1),

"Proposed Seller" has the meaning given in article 29B(2),

"Proposed Transfer" has the meaning given in article 29B(1),

"Purchaser" has the meaning given in article 26D(2)(a),

"Sale Date" has the meaning given in article 29B(3),

"Sale Shares" has the meaning given in article 26A(4),

"Seller" has the meaning given in article 26A(4),

"Seller's Shares" has the meaning given in article 29A(1),

"Selling Shareholders" has the meaning given in article 29A(1),

"shareholder" means a person who is the holder of a share,

"shares" means shares in the company,

"special resolution" has the meaning given in section 283 of the Companies Act 2006,

"Specified Price" has the meaning given in article 29B(2),

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006,

"Termination Date" in respect of any Employee/Director Shareholder (i) the date of termination of his employment with the company (ii) if earlier and applicable, the date on which he commences garden leave (as defined in his terms and conditions of employment) or (iii) as applicable, the date he ceases to be a director,

"Transfer Notice" has the meaning given in article 26A(4),

"transmittee" means a person entitled to a share by reason of the death, Permanent Incapacity or bankruptcy of a shareholder or otherwise by operation of law,

"Valuer" means the auditors for the time being of the company or, if they decline the instruction, an independent firm of accountants appointed by the Seller and by the Board or, in the absence of agreement between them on the identity of the expert or its terms of appointment within five (5) Business Days, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator), and

"writing" means the representation or reproduction of words, symbols or other information

in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the 2006 Act as in force on the date when these articles become binding on the company

A reference to a "holding company" or a "subsidiary" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the 2006 Act and, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c) of the 2006 Act, a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the 2006 Act shall be deemed to have been amended so that (a) references in sections 1159(1)(a) and (c) of the 2006 Act to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership and (b) the reference in section 1159(1)(b) of the 2006 Act to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights

#### **Liability of members**

- 2 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**

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

- 3 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

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

- 4 (1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action  
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution

#### **Directors may delegate**

- 5 (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
- (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
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions

#### **Committees**

- 6 (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
- (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

## DECISION-MAKING BY DIRECTORS

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

- 7 (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8
- (2) If-
- (a) the company only has one director, and
  - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

### **Unanimous decisions**

- 8 (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

### **Calling a directors' meeting**

- 9 (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
- (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
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing
- (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 not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

### **Participation in directors' meetings**

- 10 (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

- (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
- (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

#### **Quorum for directors' meetings**

- 11
- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
  - (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two
  - (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision-
    - (a) to appoint further directors, or
    - (b) to call a general meeting so as to enable the shareholders to appoint further directors

#### **Chairing of directors' meetings**

- 12
- (1) The directors may appoint a director to chair their meetings
  - (2) The person so appointed for the time being is known as the chairman
  - (3) The directors may terminate the chairman's appointment at any time
  - (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

#### **Casting vote**

- 13
- (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
  - (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

#### **Conflicts of interest**

- 14
- (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes
  - (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes
  - (3) This paragraph applies when-
    - (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process,
    - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
    - (c) the director's conflict of interest arises from a permitted cause
  - (4) For the purposes of this article, the following are permitted causes-
    - (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries,
    - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities, and

- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- (6) Subject to paragraph (7), 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 whose ruling in relation to any director other than the chairman is to be final and conclusive
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, 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

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

- 15 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

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

- 16 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**

#### **Methods of appointing directors**

- 17 (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
- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director
- (3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

#### **Termination of director's appointment**

- 18 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 Companies Act 2006 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,
  - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

#### **Directors' remuneration**

- 19 (1) Directors may undertake any services for the company that the directors decide
- (2) Directors are entitled to such remuneration as the directors determine-
  - (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company
- (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
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day
- (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

#### **Directors' expenses**

- 20 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at-
  - (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

### **PART 3 SHARES AND DISTRIBUTIONS SHARES**

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

- 21 (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
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

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

- 22 (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
- (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

#### **Allotment of shares**

- 22A (1) Unless the company shall by special resolution otherwise direct, all ordinary shares which the directors propose to issue shall first be offered to the members of the same class in proportion as nearly as may be to the number of the existing shares held by them respectively ("Members' Proportions") The

offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the Members' Proportions to the persons who have, within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as set out in this article or not capable of being offered in accordance with this article except by way of fractions and any shares released from the provisions of this article by any special resolution of the company shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as set out in this article, such shares shall not be disposed of on terms which are more favourable than the terms on which they were offered to the members. The foregoing provisions of this article shall have effect subject to section 549 of the 2006 Act.

- (2) In accordance with section 567 of the 2006 Act sections 561 and 562 of the 2006 Act shall not apply to the company.

**Company not bound by less than absolute interests**

- 23 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.

**Share certificates**

- 24 (1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- (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.
- (3) No certificate may be issued in respect of shares of more than one class.
- (4) If more than one person holds a share, only one certificate may be issued in respect of it.
- (5) Certificates must-
- (a) have affixed to them the company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts.

**Replacement share certificates**

- 25 (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.
- (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 a reasonable fee as the directors decide.

### **Share transfers**

- 26 (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
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- (3) The company may retain any instrument of transfer which is registered
- (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
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

### **Pre-emption rights on share transfers**

- 26A (1) In these articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share
- (2) No share shall be transferred unless the transfer is made in accordance with these articles
- (3) Any Shareholder may at any time transfer any of his shares in the company to a Permitted Transferee without being required to serve a Transfer Notice or comply with the pre-emption procedure set out in this article
- (4) Except where the provisions of paragraph (3) of this Article or Articles 26B, 26C, 29A or 29B apply, a shareholder ("Seller") wishing to transfer shares in the capital of the company ("Sale Shares") shall give notice in writing ("Transfer Notice") to the Company
- (5) The Transfer Notice shall specify
- (a) the number of Sale Shares,
  - (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
  - (c) the price (in cash) per share at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (Transfer Price)), and
  - (d) whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to Shareholders (Minimum Transfer Condition)
- (6) Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn
- (7) A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price
- (8) As soon as practicable following the receipt of a Transfer Notice, the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in article 26A(9) Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered



- (9) The Board shall offer the Sale Shares to all shareholders other than the Seller (Continuing Shareholders), inviting them to apply in writing within 28 Business Days of the date of the offer (First Offer Period) for the maximum number of Sale Shares they wish to buy (such application an "Acceptance" provided that where the Fair Value or Discounted Value falls to be determined by the Valuer for any reason nothing in these articles shall require an Acceptance to be notified to the Company as agent for the Seller sooner than 28 days after the date on which the Fair Value or Discounted Value shall have been determined by the Valuer and notified by the Company in writing to the Continuing Members)

If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this article 26A(9) and article 26A(10) shall be conditional on the fulfillment of the Minimum Transfer Condition

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares

Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy

If only some of the Sale Shares are allocated in accordance with this Article, but there are applications for Sale Shares that have not been satisfied, those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this article 26A

If, at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications The balance (Initial Surplus Shares) shall be dealt with in accordance with article 26A(10)

- (10) At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders, inviting them to apply in writing within 28 Business Days of the date of the offer (Second Offer Period) for the maximum number of Initial Surplus Shares they wish to buy

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in the proportion that his existing holding of Shares (including any Sale Shares) bears to the total number of Shares (including any Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Continuing

Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance (Second Surplus Shares) shall be dealt with in accordance with article 26A(13)

- (11) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under article 26A(9) and article 26A(10), stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

If

(a) the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition, and

(b) allocations under article 26A(9) and, if necessary, article 26A(10) have been made in respect of some or all of the Sale Shares,

the Board shall give written notice of allocation (Allocation Notice) to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (Applicant). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him (Consideration) and the place and time for completion of the transfer of the Sale Shares (which shall be at least 20 Business Days after the date of the Allocation Notice)

- (12) On the service of an Allocation Notice, the Seller shall, against payment of the Consideration, transfer the Sale Shares allocated in accordance with the requirements specified in the Allocation Notice

If the Seller fails to comply with the requirements of the Allocation Notice

(a) the Chairman of the Company (or, failing him, one of the other Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller

(i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,

(ii) receive the Consideration and give a good discharge for it, and

(iii) (subject to the transfers being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and

(b) the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company

(13) If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 26A(9) then, subject to article 26A(14) and within 12 weeks following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 26A(13) shall continue to be subject to any Minimum Transfer Condition

(14) The Seller's right to transfer Shares under article 26A(13) does not apply if the Board reasonably considers that

(a) the transferee is a person (or a nominee for a person) who is a competitor with (or an Associate of a competitor with) the business of the Company, or

(b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

(c) the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Board to enable it to form the opinion mentioned above

(15) The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such Shares offered to them in accordance with this Article or if the Company shall so direct by special resolution

#### **Events of default**

- 26B (1) An Employee/Director Shareholder is deemed to have served a Transfer Notice under article 26A(4) immediately before any of the following events of default-
- (a) his death, or
  - (b) he becomes Permanently Incapacitated,
  - (c) a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes

the benefit of any statutory provision for the time being in force for the relief of insolvent debtors

- (2) The deemed Transfer Notice has the same effect as a Transfer Notice, except that-
- (a) the deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares and the Sale Price shall be the Fair Value of those shares, determined by the Valuer in accordance with article 26E,
  - (b) the Continuing Shareholders shall have the right, at any time following the time a Transfer Notice is deemed served until the Seller ceases to be a shareholder, to serve an Acceptance and unless and until all of the Continuing Shareholders have otherwise given notice that they do not wish to purchase any of the Sale Shares, article 26A(13) shall not come into force, and
  - (c) completion of the sale and purchase of the Sale Shares specified in an Acceptance pursuant to this article shall take place 20 Business Days after the date of delivery of such Acceptance

#### **Employee/Director Shareholder**

- 26C (1) Upon becoming a Leaver, an Employee/Director Shareholder may only sell or otherwise transfer his shares in the company pursuant to this article
- (2) On the date upon which an Employee/Director Shareholder becomes a Leaver, the Leaver is deemed to have immediately served a Transfer Notice under article 26A(4) (for the purpose of this article only, a "Leaver Notice") in respect of his entire shareholding in the company
- (3) The deemed Leaver Notice referred to in paragraph (2) has the same effect as a Transfer Notice except that the Sale Price for the Leaver Shares shall be determined in accordance with article 26E as follows-
- (a) if the employee or director becomes a Leaver within three years of the date on which he was first entered into the register of members of the company for any of the shares he holds at the date of his becoming a Leaver, the Sale Price shall be Discounted Value, or
  - (b) if the employee or director becomes a Leaver after the period set out in paragraph (3)(a), the Sale Price shall be Fair Value
- (4) The Continuing Shareholders shall have the right, at any time following the time a Transfer Notice is deemed served until the Seller ceases to be a shareholder, to serve an Acceptance and unless and until all of the Continuing Shareholders have otherwise given notice that they do not wish to purchase any of the Sale Shares, article 26A(13) shall not come into force, and
- (5) completion of the sale and purchase of the Sale Shares specified in an Acceptance pursuant to this article shall take place 20 Business Days after the date of delivery of such Acceptance

#### **Completion of share purchase**

- 26D (1) Completion of the sale and purchase of shares to Continuing Shareholders under articles 26A, 26B and 26C shall take place 20 Business Days after-

- (a) (in the case of a sale and purchase under article 26A) the date of delivery of the Transfer Notice to the Continuing Shareholders or (in the case of a sale and purchase under either article 26B or article 26C) the date of delivery of an Acceptance Notice by a Continuing Shareholder, or
  - (b) the date of delivery of determination of the Sale Price in accordance with article 26E
- (2) On the date of completion-
  - (a) the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares ("Purchaser"), a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Purchaser may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares, and
  - (b) each relevant Purchaser shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order or an electronic bank transfer for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Purchaser and the Seller)
- (3) Any transfer of shares by way of a sale that is required to be made under articles 26A, 26B and 26C shall be deemed to include a warranty that the Seller sells the shares with full title guarantee
- (4) If the Seller fails to complete the transfer of shares as required under this article, the company-
  - (a) is irrevocably authorised to appoint any person as agent to transfer the shares on the Seller's behalf and to do anything else that the Purchaser(s) may reasonably require to complete the sale, and
  - (b) may receive the Sale Price in trust for the Seller, giving a receipt that shall discharge the Purchaser(s)
- (5) Any Purchaser shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the company) the registration (subject to due stamping by the Purchaser) of the transfers of the Sale Shares under this article and each of them consents to such transfers and registrations

#### **Valuation Methods**

- 26E (1) The "Fair Value" for any Sale Shares in aggregate shall be determined in writing by the Valuer on the following bases and assumptions-
- (a) the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the company that the Seller's shares bear to the then total issued share capital of the company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares),
  - (b) the sale is between a willing buyer and a willing seller on the open market,

- (c) the sale is taking place on the date that the Transfer Notice of Deemed Transfer Notice (as the case may be),
  - (d) if the company is then carrying on its business as a going concern, on the assumption that it shall continue to do so,
  - (e) the shares are sold free of all encumbrances, and
  - (f) to take account of any other factors that the Valuer reasonably believes should be taken into account
- (2) The "Discounted Value" for the Sale Shares shall be an amount equal to whichever is the lower of (i) the aggregate Issue Price of such Sale Shares and (ii) the aggregate Fair Value of such Sale Shares
  - (3) The costs of a valuation in accordance with this article shall be borne in equal proportion between the Seller and Continuing Shareholders in question
  - (4) The costs of a valuation under article 26B(2) and in accordance with this article shall be borne solely by the Seller
  - (5) The costs of valuation under article 26C(3) and in accordance with this article shall be borne solely by the Leaver in question

#### **Transmission of shares**

- 27 (1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share
- (2) A transmittee 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
- (3) But transmittees 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, Permanent Incapacity or bankruptcy (or otherwise), unless they become the holders of those shares

#### **Exercise of transmittees' rights**

- 28 (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

#### **Transmittees bound by prior notices**

- 29 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members

#### **Drag Along**

- 29A (1) If the holders of 75% of the ordinary shares in issue for the time being ("Selling

Shareholders") wish to transfer all of their interest in the shares (Sellers' Shares) to a bona fide arm's length purchaser ("Proposed Buyer"), the Selling Shareholders may require all other shareholders ("Called Shareholders") to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article ("Drag Along Option")

- (2) The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("Drag Along Notice") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
  - (a) that the Called Shareholders are required to transfer all their shares ("Called Shares") pursuant to this article,
  - (b) the person to whom the Called Shares are to be transferred,
  - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per share offered by the Proposed Buyer for the Sellers' Shares, and
  - (d) the proposed date of the transfer
- (3) Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- (4) No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article.
- (5) Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders.
- (6) The rights of pre-emption set out in these articles shall not apply to any transfer of shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- (7) Within 10 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the company. On the Completion Date, the company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their shares pursuant to paragraph (2)(c) to the extent that the Proposed Buyer has put the company in the requisite funds. The company's receipt for the price shall be a good discharge to the Proposed Buyer. The company shall hold the amounts due to the Called Shareholders pursuant to paragraph (2)(c) in trust for the Called Shareholders without any obligation to pay interest.
- (8) To the extent that the Proposed Buyer has not, on the Completion Date, put the company in funds to pay the consideration due pursuant to paragraph (2)(c), the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations.

under this article in respect of their shares

- (9) If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article.

**Tag Along**

- 29B (1) Except in the case of transfers pursuant to article 26A, and after going through the pre-emption procedure set out in article 26A, the provisions of paragraph (2) to paragraph (6) shall apply if, in one or a series of related transactions, one or more shareholders propose to transfer any of their shares ("Proposed Transfer") which would, if carried out, result in any person ("Buyer"), and any person Acting in Concert with the buyer, acquiring a Controlling Interest in the company.
- (2) Before making a Proposed Transfer, a proposed seller ("Proposed Seller") shall procure that the Buyer makes an offer ("Offer") to the other shareholders to purchase all of the shares held by them for a consideration in cash per share that is at least equal to the highest price per share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the three months preceding the date of the Proposed Transfer ("Specified Price").
- (3) The Offer shall be given by written notice ("Offer Notice"), at least 10 Business Days ("Offer Period") before the proposed sale date ("Sale Date"). To the extent not described in any accompanying documents, the Offer Notice shall set out-
- (a) the identity of the Buyer,
  - (b) the purchase price and other terms and conditions of payment,
  - (c) the Sale Date, and
  - (d) the number of shares proposed to be purchased by the Buyer ("Offer Shares").
- (4) If the Buyer fails to make the Offer to all holders of shares in the company in accordance with paragraph (2) and paragraph (3), the Proposed Seller shall not be entitled to complete the Proposed Transfer and the company shall not register any transfer of shares effected in accordance with the Proposed Transfer.
- (5) If the Offer is accepted by any shareholder ("Accepting Shareholder") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- (6) The Proposed Transfer is subject to the pre-emption provisions of article 26A, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.



## DIVIDENDS AND OTHER DISTRIBUTIONS

### Procedure for declaring dividends

- 30 (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- (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
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- (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
- (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
- (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
- (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

### Payment of dividends and other distributions

- 31 (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 either in writing or as the directors may otherwise decide,
- (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 either in writing or as the directors may otherwise decide,
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- (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, Permanent Incapacity or bankruptcy, or otherwise by operation of law, the transmittee

### No interest on distributions

- 32 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

### **Unclaimed distributions**

- 33 (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
- (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
- (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

### **Non-cash distributions**

- 34 (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)
- (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

### **Waiver of distributions**

- 35 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, Permanent Incapacity 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**

### **Authority to capitalise and appropriation of capitalised sums**

- 36 (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
- (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
- (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
- (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
  - (5) Subject to the articles the directors may-
    - (a) apply capitalised sums in accordance with paragraphs (3) and (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 (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

#### PART 4 DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

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

- 37 (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
- (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
- (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
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- (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

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

- 38 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

##### **Chairing general meetings**

- 39 (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- (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

- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

#### **Attendance and speaking by directors and non-shareholders**

- 40 (1) Directors may attend and speak at general meetings, whether or not they are shareholders
- (2) The chairman of the meeting may permit other persons who are not-
- (a) shareholders of the company, or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting

#### **Adjournment**

- 41 (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
- (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
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (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
- (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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)-
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- (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**

#### **Voting: general**

- 42 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

#### **Errors and disputes**

- 43 (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
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

#### **Poll votes**

- 44 (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
- (2) A poll may be demanded by-
- (a) the chairman of the meeting,
  - (b) the directors,
  - (c) two or more persons having the right to vote on the resolution, or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution
- (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
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

#### **Content of proxy notices**

- 45 (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 any instructions contained in the notice of the general meeting to which they relate
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (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
- (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

#### **Delivery of proxy notices**

- 46 (1) 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
- (2) 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
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- (4) 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

#### **Amendments to resolutions**

- 47 (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
- (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
- (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**

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

- 48
- (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 Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
  - (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
  - (3) A director may agree with the company that notices or documents 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

### **Company seals**

- 49
- (1) Any common seal may only be used by the authority of the directors
  - (2) The directors may decide by what means and in what form any common seal is to be used
  - (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
  - (4) For the purposes of this article, an authorised person is-
    - (a) any director of the company,
    - (b) the company secretary (if any), or
    - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

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

- 50
- 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

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

- 51
- 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

## DIRECTORS' INDEMNITY AND INSURANCE

### Indemnity

- 52 (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against-
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
  - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies' Act 2006),
  - (c) any other liability incurred by that director as an officer of the company or an associated company
- (2) This article 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
- (3) In this article-
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (b) a "relevant director" means any director or former director of the company or an associated company

### Insurance

- 53 (1) The directors may decide to purchase and maintain insurance at the expense of the company, for the benefit of any relevant director in respect of any relevant loss
- (2) In this article-
- (a) a "relevant director" means any director or former director of the company or an associated company,
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

## EMPLOYEE/DIRECTOR SHAREHOLDERS

### Confidentiality

- 54 (1) In the course of their employment (or, as applicable, their appointment as directors) by the company, Employee/Director Shareholders may have access to Confidential Information in order to carry out their duties to the company. The disclosure of Confidential Information to any person outside the company could cause substantial financial and other damage to the business of the company. Each Employee/Director Shareholder therefore acknowledges it is essential to prevent the unauthorised disclosure of Confidential Information
- (2) No Employee/Director Shareholder will, during or after the termination of his employment with the company (or, as applicable, his appointment as a director)
- (a) unless expressly authorised by the company or as a necessary part of the performance of his duties for the company, disclose to any person or any other company, or otherwise make use of, any Confidential Information, or
  - (b) make any copy, abstract, summary or précis of the whole, or any part, of any

document or record, including any computer programme, system or software, except when required to do so in the course of his employment by the company or, if applicable, his appointment as a director (in which event the copy, abstract, summary or précis will be the property of the company)

- (3) Each Employee/Director Shareholder will
  - (a) where he is in possession or control of, or he has in his custody, any Confidential Information, retain such Confidential Information in his possession, custody or control until he is required to return that Confidential Information to the company pursuant to Article 54(3)(b) below, and
  - (b) return to the company, immediately on written request, all Confidential Information and all other documents, records (including computer-held records), computer disks, media and other papers and property belonging to the company and which are in his possession or control, including documents and records he has created or made in the course of his employment (or, if applicable, his appointment as a director)
- (4) Each Employee/Director Shareholder acknowledges that any breach of this Article 54 constitutes a material breach of these articles, and the terms of his employment (and, if applicable, his appointment as a director), and may render him liable to disciplinary action and/or legal proceedings to restrain the disclosure of any Confidential Information to a third party, and for damages if any loss to the company results from any unauthorised disclosure or use of Confidential Information
- (5) The restrictions in this Article 54 apply only to Confidential Information and will not prevent
  - (a) any disclosure or use of Confidential Information authorised by the company, required by law or made to enable any Employee/Director Shareholder to properly perform his duties,
  - (b) any Employee/Director Shareholder from using his personal skills in any business in which he is lawfully engaged without using any Confidential Information, or
  - (c) the use by any Employee/Director Shareholder of any Confidential Information that is in, or which comes into, the public domain other than as a result of a breach of this Article 26F by that (or any other) Employee/Director Shareholder

#### **Inventions and patents**

- 55     (1) All discoveries, inventions, improvements, processes, designs or copyright works which are discovered, developed, part-developed or made during the period of any Employee/Shareholder Director's employment with the company (or, if applicable, his appointment as a director), either in the course of work undertaken on behalf of the company or relating to products or services provided by the company, will be the sole property of the company. No Employee/Director Shareholder may disclose any details of any such discovery, invention, improvement, process, designs or copyright works to any third party without the prior written consent of the company, and such inventions or developments cannot be promoted or sold, in whole or in part, without prior written permission from the company
- (2) Each Employee/Director Shareholder is required to enter into such documents as are necessary or appropriate from time to time in order to vest title to any such discovery, invention, improvement, process, designs or copyright works in the company and, in the meantime, each Employee/Director Shareholder is required, notwithstanding the termination of his employment (and/or his appointment as a director), to do all that is necessary to obtain patent or other protection for the same and, in the meantime, to hold all rights in connection with the discovery, invention, improvement, process, designs or copyright works in trust for the company



### **Restrictive covenants**

- 56 (1) Each Employee/Director Shareholder undertakes that, in order to protect the company's business and its relationships with its customers (including authors, readers, and third parties), he will not, at any time during the twelve (12) months immediately following the Termination Date, whether on his own account or on behalf of any other person, firm or company, and whether directly or indirectly
- (a) solicit, entice or endeavour to entice away from the company, or employ or endeavour to employ, any person employed by the company either at a managerial level or in a sales capacity who had been so employed at the Termination Date and with whom the Employee/Director Shareholder had contact during the period of one year prior to the Termination Date,
  - (b) solicit custom from or deal with any person firm or company which was a customer of the company at the Termination Date or during the period of one year prior to that date and with which the Employee/Director Shareholder had contact during that period in relation to any products or services of a type sold or manufactured by the company and in respect of the provision or sale of which he was concerned to a material extent during his employment with the company (or, as applicable, his appointment as a director),
  - (c) deal with any person firm or company which was a supplier of the company at the Termination Date or during the period of one year prior to that date and with which the Employee/Director Shareholder had contact during that period in relation to any products or services of a type sold or manufactured by the company and in respect of the purchase of which he was concerned to a material extent during his employment with the Company (or, as applicable, his appointment as a director), or
  - (d) in competition with the company, engage in or undertake work of a similar nature to that engaged in or undertaken by the company in relation to the manufacture or sale of products or the provision of services being products or services with which the Employee/Director Shareholder was concerned to a material extent and within the geographical area or areas in which he was employed or for which he had responsibility at the Termination Date or during the period of one year prior thereto
- (2) Each of the sub-paragraphs in Article 56(1) will be construed as a separate undertaking and, any of the restrictions or obligations contained in Article 56(1) are held to be invalid or unenforceable, but would be valid or enforceable if part of the restriction or obligation were deleted, then such restriction or obligation will apply with such deletions as may be necessary to make them enforceable
- (3) Each Employee/Director Shareholder acknowledges that the restrictions and obligations set out in Article 56(1) are reasonably required for the protection of the company and its business

Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me:

SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED. . . . .

Date 21 OCT. ... 2015

NAME OF SHAREHOLDER (print)

ADAM SISNY

**NOTES** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

If you do not agree to the above Resolution, you do not need to do anything, you will not be deemed to agree to the Resolution if you fail to reply. However, once you have indicated your agreement to the Resolution, and returned it to the Company, you cannot revoke your agreement

Unless, by twenty-eight (28) days after the Circulation Date stated above, sufficient agreement has been received for the Resolution to be passed, it will lapse. As such, if you do agree to the Resolution, please ensure that your agreement is received by the Company before close of business on the date which falls 28 days after the stipulated Circulation Date

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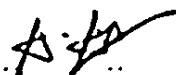
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AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED



Date 6 November 2015

NAME OF SHAREHOLDER (print) ANAND AITHAL

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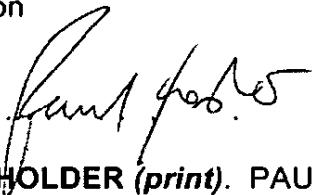
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AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date 29<sup>TH</sup> OCT, 2015

NAME OF SHAREHOLDER (print). PAUL FORSTER

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Company Number: 07279146

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

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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**

*John Sandilson*

Date

*21/10/15*

2015

**NAME OF SHAREHOLDER (print)**

*John Sandilson 1 Shareholder*

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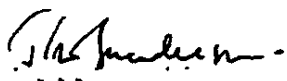
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The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**



**Date** 26th Nov **2015**

**NAME OF SHAREHOLDER (print)**

John Sanderson (JAS Ltd)

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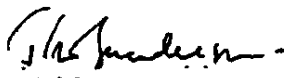
SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date 21st October 2015

NAME OF SHAREHOLDER (print)

John Sanderson 15th Oct

NOTES if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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Company Number: 07279146

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

**WRITTEN RESOLUTION**  
**of**  
**UNITED AUTHORS PUBLISHING LIMITED**  
**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

**Circulation Date:** 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED** *Shafiqur Rahman - (Trustee)* **Date** 4/11/15 **2015**  
**NAME OF SHAREHOLDER (print)** *My Sister Ltd Business Fund Ltd.*

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Company Number: 07279146

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

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**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

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**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

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**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED

*Paul Askew*

Date

*6th November*

2015

NAME OF SHAREHOLDER (print)

*PAUL ASKEW*

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Company Number: 07279146

**COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date. 21st October 2015

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**SPECIAL RESOLUTION**

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED

*R. Murphy*

Date 11/11 2015

NAME OF SHAREHOLDER (print) FORWARD INTERNET GROUP LIMITED

**ROB MURPHY**

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COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
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PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

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SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED J. E. Hanson

Date: 6/11/ 2015

NAME OF SHAREHOLDER (print): J. E. HANSON

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Company Number: 07279146

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

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**WRITTEN RESOLUTION**

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**UNITED AUTHORS PUBLISHING LIMITED**  
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COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October **2015**

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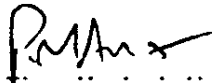
**SPECIAL RESOLUTION**

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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED** . . .



Date .. 6th November 2015

**NAME OF SHAREHOLDER (print)** P.M. ANSON

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**COMPANIES ACT 2006**  
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**WRITTEN RESOLUTION**  
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COMPANIES HOUSE

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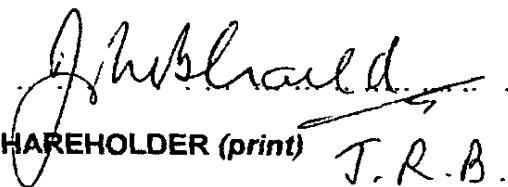
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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**



Date 21 / 10 / 2015

**NAME OF SHAREHOLDER (print)**

J. R. B. Gould

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**WRITTEN RESOLUTION**  
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COMPANIES HOUSE

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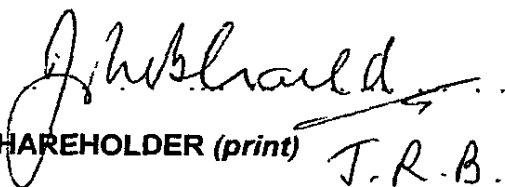
**SPECIAL RESOLUTION**

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**AGREEMENT**

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**SIGNED**



**Date.** 21 / 10 / **2015**

**NAME OF SHAREHOLDER (print)**

J. R. B. Gould

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COMPANIES HOUSE

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**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**

*a Holloway*

Date 26.10 2015

**NAME OF SHAREHOLDER (print)**

ANDREW HOLLOWAY

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**WRITTEN RESOLUTION**  
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COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

**Circulation Date:** 21st October 2015

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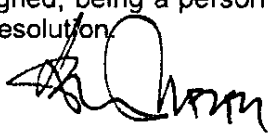
**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

**SIGNED**



**Date**

21/10/

**2015**

**NAME OF SHAREHOLDER (print)**

SIR DAVID VEREY

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**UNITED AUTHORS PUBLISHING LIMITED**  
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Circulation Date. 21st October 2015

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**SPECIAL RESOLUTION**

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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**



Date 22 October 2015

**NAME OF SHAREHOLDER (print)**

LINDSAY S DIBDEN

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**UNITED AUTHORS PUBLISHING LIMITED**  
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COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

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**SPECIAL RESOLUTION**

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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

**SIGNED**

*Shafiqul Islam - (Trustee)*

Date *4/11/15* .. 2015

**NAME OF SHAREHOLDER (print)**

*My Sister Ltd Pension Fund Ltd.*

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If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

Company Number: 07279146

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

**WRITTEN RESOLUTION**  
**of**  
**UNITED AUTHORS PUBLISHING LIMITED**  
**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me.

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**

Date 09 Nov 2015

**NAME OF SHAREHOLDER (print)**

*KJ Smith*

**NOTES** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**  
**of**  
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**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

**Circulation Date:** 21st October **2015**

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**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

**SIGNED:**  .....

**Date:** 22 / Nov .....2015

**NAME OF SHAREHOLDER (print):** SIR CHARLES BLUCK B1

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COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION  
of  
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(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

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SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date 11 11 2015

NAME OF SHAREHOLDER (print)

JOHN OSBORNE

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Company Number: 07279146

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

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**WRITTEN RESOLUTION**  
**of**  
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**(the "Company")**

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COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

**Circulation Date:** 21st October **2015**

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**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED:  .....

Date: 1 November ..... 2015

**NAME OF SHAREHOLDER (print):** ANDREW SUNNUCKS

**NOTES:** If you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE.

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Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

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SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED

Date 21st October 2015

NAME OF SHAREHOLDER (print)

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Company Number: 07279146

**COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**of**

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

**Circulation Date:** 21st October **2015**

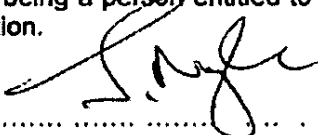
I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me.

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED: ..  ..  
Date: ..... 26/11. .... 2015

**NAME OF SHAREHOLDER (print) John Nagle**

**NOTES.** If you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@jsg-ca.co.uk](mailto:tim@jsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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**COMPANIES ACT 2006**  
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**WRITTEN RESOLUTION**  
**of**  
**UNITED AUTHORS PUBLISHING LIMITED**  
**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October **2015**

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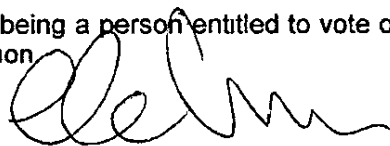
**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**



Date 7<sup>th</sup> November 2015

**NAME OF SHAREHOLDER (print)**

**NOTES** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street London W1U 3AE

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Company Number: 07279146

COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION  
of  
UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

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SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED. Pieter Knoske

Date: 10<sup>th</sup> Nov 2015

NAME OF SHAREHOLDER (print) PIETER KNOSKE

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COMPANIES HOUSE

Company Number: 07279146

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

**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

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**SPECIAL RESOLUTION**

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED: 

Date: 1.11 2015

NAME OF SHAREHOLDER (print)

MARK GURNEY

**NOTES:** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lag-co.co.uk](mailto:tim@lag-co.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE.

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Company Number: 07279146

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

**WRITTEN RESOLUTION**  
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**UNITED AUTHORS PUBLISHING LIMITED**  
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COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

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**SPECIAL RESOLUTION**

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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**



Date 22 October 2015

**NAME OF SHAREHOLDER (print)**

KENNETH MILLER

**NOTES** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION  
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UNITED AUTHORS PUBLISHING LIMITED  
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COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

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SPECIAL RESOLUTION

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AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date 8<sup>th</sup> November 2015

NAME OF SHAREHOLDER (*print*) JON BRIGGS

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**COMPANIES ACT 2006**  
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**SPECIAL RESOLUTION**

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**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED** 

Date: 21<sup>st</sup> October 2015

**NAME OF SHAREHOLDER (print).** Simon Anthony SHUTE

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COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
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COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED: .....

*D. H. Marchant*

Date 27.10.2015

D. H. MARCHANT  
NAME OF SHAREHOLDER (print)

NOTES if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

If you do not agree to the above Resolution, you do not need to do anything, you will not be deemed to agree to the Resolution if you fail to reply. However, once you have indicated your agreement to the Resolution, and returned it to the Company, you cannot revoke your agreement

Unless, by twenty-eight (28) days after the Circulation Date stated above, sufficient agreement has been received for the Resolution to be passed, it will lapse. As such, if you do agree to the Resolution, please ensure that your agreement is received by the Company before close of business on the date which falls 28 days after the stipulated Circulation Date

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If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

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

---

**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

---

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October **2015**

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**

*Beata Gawarecka-Green*

Date 6/11 **2015**

**NAME OF SHAREHOLDER (print)** Beata Gawarecka-Green

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

---

**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

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COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

**SIGNED**



Date 6/11 2015

**NAME OF SHAREHOLDER (print)**

*NOTES* if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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Company Number: 07279146

**COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED:



Date: 30/10 2015

NAME OF SHAREHOLDER (print):

*NOTES: if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE*

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Company Number: 07279146

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

**WRITTEN RESOLUTION**  
**of**  
**UNITED AUTHORS PUBLISHING LIMITED**  
**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me:

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED .....

*[Handwritten Signature]*

Date: 6/11 2015

NAME OF SHAREHOLDER (print): Share Nominees Limited

**NOTES.** If you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street London W1U 3AE.

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Company Number: 07279146

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

**WRITTEN RESOLUTION**  
**of**  
**UNITED AUTHORS PUBLISHING LIMITED**  
**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

**Circulation Date:** 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution.

SIGNED A. Sander Date.. 6/11 2015  
NAME OF SHAREHOLDER (print) AMANDA S. SANDEN

**NOTES** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Sexton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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Company Number: 07279146

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

**WRITTEN RESOLUTION**  
**of**  
**UNITED AUTHORS PUBLISHING LIMITED**  
**(the "Company")**

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October **2015**

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

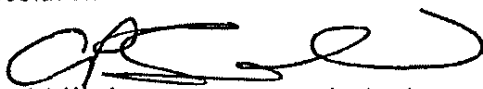
**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date 6/11 **2015**

NAME OF SHAREHOLDER (print)

*CHRISTOPH P. SANDER*

**NOTES** If you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

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CONFIDENTIAL/NOI 2003

## WRITTEN RESOLUTION

UNIVERSITY OF ALABAMA PRESS  
(The "College Press")

COMPANIES HOUSE

PURSUANT TO PART 1A, CHAPTER 2 OF THE COMPANIES ACT 2008

Circulation Date: 24th October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me.

## SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

## AGREEMENT

Mr. [redacted] being a person entitled to vote on the above Resolution, hereby unambiguously agrees to the above Bill/Motion.

1912.

Date 13/4/2016

DATE OF RECEIPT: 01/10/2010

*Witness: I, you (specify the name), (specify the place) indicate your agreement by signing and dating the present document, you intend the sign is given in full for your signature and then retaining the signed and dated copy for your own use.*

*Diego Cortés y Larrazola*, Director General de Investigación Científica y Tecnológica, Consejo Superior de Investigaciones Científicas, Madrid, España; *Antonio Rodríguez Domínguez*, Profesor Titular de Física, Universidad de Sevilla, Sevilla, España; *José María Martínez García*, Profesor Titular de Física, Universidad de Sevilla, Sevilla, España; *Alfonso Rodríguez Domínguez*, Profesor Titular de Física, Universidad de Sevilla, Sevilla, España; *Manuel Sánchez Solís*, Profesor Titular de Física, Universidad de Sevilla, Sevilla, España.

[illegible]

It is important to note that the authors only use the ratio of the sum of bottom-up votes to the number of bottom-up votes, and not the ratio of top-down votes to the number of top-down votes, as a measure of the degree of top-down control. This is because the authors are interested in the degree of bottom-up control, and not top-down control.

*"I don't understand the relationship of a person's morality to a person's efficiency or ability. I don't think that's a very important issue. I think it's important to be a good person, but I don't think it's important to be a good person if you're not a good person."*

Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED

  
S.M. CHAPMAN

Date: 8/11 2015

NAME OF SHAREHOLDER (print) Account of  
DFJE FP LP

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Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: [21] October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date:

8/11

2015

NAME OF SHAREHOLDER (print)

D.S. CUMMINGS

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Company Number: 07279146

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

**WRITTEN RESOLUTION**

of

**UNITED AUTHORS PUBLISHING LIMITED**  
(the "Company")

COMPANIES HOUSE

**PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006**

Circulation Date: 21st October 2015

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**SPECIAL RESOLUTION**

**THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.**

**AGREEMENT**

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED

Date 11 / 11 2015

NAME OF SHAREHOLDER (print) JOHN MITCHINSON

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Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: [21] October 2015

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SPECIAL RESOLUTION

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AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED



Date 6/11 2015

NAME OF SHAREHOLDER (print)

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Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

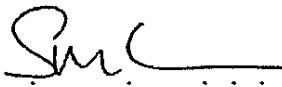
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SPECIAL RESOLUTION

THAT the draft Articles of Association attached to this Resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

AGREEMENT

The undersigned, being a person entitled to vote on the above Resolution, hereby irrevocably agree to the above Resolution

SIGNED:   
S. M. CHAPMAN

Date 9/11 2015

NAME OF SHAREHOLDER (print) ON BEHALF OF  
DESERT RND III LP

**NOTES** if you agree to the above Resolution, please indicate your agreement by signing and dating this document above, printing your name in the space provided below your signature and then returning the signed and dated document either (i) as a scanned/PDF e-mail attachment to [tim@lsg-ca.co.uk](mailto:tim@lsg-ca.co.uk) or (ii) by hand or by post to United Authors Publishing Limited c/o Leigh Saxton Green, Clearwater House, 4-7 Manchester Street, London W1U 3AE

If you do not agree to the above Resolution, you do not need to do anything, you will not be deemed to agree to the Resolution if you fail to reply. However, once you have indicated your agreement to the Resolution, and returned it to the Company, you cannot revoke your agreement

Unless, by twenty-eight (28) days after the Circulation Date stated above, sufficient agreement has been received for the Resolution to be passed, it will lapse. As such, if you do agree to the Resolution, please ensure that your agreement is received by the Company before close of business on the date which falls 28 days after the stipulated Circulation Date

In the case of any joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members of the Company

If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

Company Number: 07279146

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of  
UNITED AUTHORS PUBLISHING LIMITED  
(the "Company")

COMPANIES HOUSE

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

Circulation Date: 21st October 2015

I, the undersigned, who, as at the date of circulation of this Resolution, would be entitled to attend and vote at a General Meeting of the Company, HEREBY VOTE IN FAVOUR of the following Resolution and agree that such Resolution will, for all purposes, be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held and attended by me

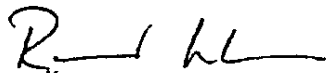
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SIGNED



Date 11 - 11 - 2015

NAME OF SHAREHOLDER (print)

RICHARD ASHNESS

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**SIGNED:** ..  ..

**Date** .... 6/11 .....**2015**

**NAME OF SHAREHOLDER (print):** Share Nominees Limited

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COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

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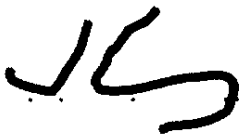
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Date 6/11 2015

NAME OF SHAREHOLDER (print)

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