

Company number 08764786

The Companies Act 2006
PRIVATE COMPANIES LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CROWD PROPERTY LIMITED

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PART 1

1. Interpretation and Limitation of Liability

1.1 Defined terms

1.1.1 The regulations contained in the Model Articles for Private Companies Limited by Shares set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the company.

1.1.2 In these articles, unless the context requires otherwise:

“articles” means the company’s articles of association;

“**A shares**” means the A ordinary shares of £0.01 each in the capital of the Company;

“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;

“**B shares**” means the B ordinary shares of £0.01 each in the capital of the Company;

“business day” means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

“chairman” has the meaning given in article 2.10;

“chairman of the meeting” has the meaning given in article 4.3;

“**Change of Control**” means either a share sale (the sale of or the grant of a right to purchase or to dispose of any of the shares in the capital of the Company in one transaction or as a series of transactions which will result in the buyer of those shares or grantee of that right and persons acting in concert with the buyer together acquiring control of the Company), or an asset sale (the disposal by the Company or a Group Company of all, or a substantial part of, the business and assets of the Group to a person other than a Group Company);

“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;

“Compulsory Transfer Notice” means a notice given by a Shareholder to the Company appointing the Company the agent of the Shareholder with full power to transfer specified Shares to such person and on such terms, or to determine that such Shares should not be transferred, as the Company deems reasonable and appropriate;

“**C shares**” means the C ordinary shares of £0.01 each in the capital of the Company;

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

“distribution recipient” has the meaning given in article 3.18;

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

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“group” means the company and any company which is a subsidiary undertaking of the company from time to time and references to “group company” and “members of the group” shall be construed accordingly;

“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;

“Leaver” means:

(a) any C shareholder who ceases, or has ceased, to be a Relevant Employee, provided that, for these purposes, a C shareholder shall be deemed to cease, or have ceased, to be a Relevant Employee upon the commencement of any period during which the relevant individual is instructed to stay away from work during their notice period pursuant to their employment, service or consulting contract with the company or other group company, notwithstanding that the relevant individual remains an employee, consultant or director of the company or any other group company;

(b) any C shareholder holding Shares as a result of a Permitted Transfer made after the date of the adoption of these articles by a Relevant Employee in relation to whom such Shareholder was a Permitted Transferee under the provisions of these articles who ceases to be a Permitted Transferee in relation to such person, including, without limitation, any Shareholder who ceases to be the spouse of a Relevant Employee;

(c) any person who holds or becomes entitled to any Shares:

- (i) following the death of a C shareholder;
- (ii) following the bankruptcy of a C shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a C shareholder (if a company); or
- (iii) following the exercise of an option after the relevant option holder ceasing to be a Relevant Employee; or

(d) any C shareholder holding Shares as a nominee for any person who ceases, or who has ceased, to be a Relevant Employee in respect of the Shares held on behalf of such person;

“Leaver’s Shares” means all of the C shares held by a Leaver, or to which he is entitled, on the leaving date and any C shares acquired by a Leaver after the leaving date under a share scheme or option;

“leaving date” means the date on which the relevant person becomes a Leaver;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 2.8;

“Permitted Transfer” means a transfer of shares carried out in accordance with the articles and “Permitted Transferee” shall mean the holder of the shares transferred after completion of a Permitted Transfer;

“proxy notice” has the meaning given in article 4.9;

“Relevant Employee” means an employee, consultant or director or a former employee, consultant or director of the Company or any other group company;

“Sale Shares” means the shares specified for sale in a Transfer Notice;

“Seller” means the transferor of shares pursuant to a Transfer Notice;

“shareholder” means a person who is the holder of a share;

“shares” means A, B, and C ordinary shares of £0.01 each in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“the Act” means the Companies Act 2006;

“Transfer Notice” means a notice in writing given by any shareholder to the company where that shareholder desires to transfer (or enter into an agreement to transfer) any shares;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; 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.

- 1.1.3 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.

1.2 Liability of members

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

PART 2

2. Directors

2.1 Directors' general authority

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.

2.2 Shareholders' reserve power

- 2.2.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

- 2.2.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

2.3 Directors may delegate

- 2.3.1 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.

2.3.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

2.3.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

2.4 Committees

2.4.1 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.

2.4.2 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.

2.5 Directors to take decisions collectively

2.5.1 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 2.6.

2.5.2 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, subject to articles 2.6.3 and 2.13, take decisions without regard to any other of the provisions of the articles relating to directors' decision-making.

2.6 Unanimous decisions

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.7 Calling a directors' meeting

2.7.1 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.

2.7.2 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.

2.7.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

2.7.4 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.

2.8 Participation in directors' meetings

- 2.8.1** 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.
- 2.8.2** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 2.8.3** 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.

2.9 Quorum for directors' meetings

- 2.9.1** At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 2.9.2** 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 unless there is just a sole director in office, and unless otherwise fixed it is two.
- 2.9.3** 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.

2.10 Chairing of directors' meetings

- 2.10.1** The directors may appoint a director to chair their meetings.
- 2.10.2** The person so appointed for the time being is known as the chairman.
- 2.10.3** The directors may terminate the chairman's appointment at any time.
- 2.10.4** 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.

2.11 Casting vote

- 2.11.1** The chairman or other director chairing the meeting shall, if the number of votes for and against a proposal are equal, have a second or casting vote.
- 2.11.2** Article 2.11.1 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.

2.12 Conflicts of interest

- 2.12.1** Subject to the provisions of the Companies Act and provided that he has previously disclosed the nature and extent of such duty or interest to the Directors in accordance with the provisions of the Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- a) may vote at a Board meeting (or any committee of the Directors), and form part of a quorum present at that meeting, or participate in any decision

making of the Directors in relation to such transaction or arrangement with the Company;

- b) may be a party to, or otherwise interested in, any such transaction or arrangement; and
- c) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest nor shall the receipt of any remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

2.12.2 For the purposes of section 175 of the Companies Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

2.12.3 Authorisation of a matter under Article 2.12.2 shall be effective only if:

- a) the matter in question shall have been proposed in writing for consideration at a meeting of the Directors or in accordance with the Board's normal procedures or in such other manner as the Directors may approve;
- b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "Interested Directors") save that if there are only two Directors holding office, the quorum for that part of the meeting dealing with the matter is to be authorised under Article 2.12.2, shall be any Director who is not interested in the matter and Article 2.9.2 shall be amended accordingly;
- c) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted; and
- d) in taking the decision, the Directors act in a way they consider, in good faith, will be most likely to promote the Company's success.

2.12.4 Any authorisation of a matter pursuant to Article 2.12.2 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

2.12.5 Any authorisation of a matter under Article 2.12.2 shall be subject to such conditions or limitations as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the Directors (excluding the Interested Directors) at any time. Such conditions or limitations may include (without limitation):

- a) (without prejudice to a Director's general obligations of confidentiality) the application to the interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the matter;
- b) the exclusion of the interested Director from all information relating to, and discussion by the Company of, the matter; and
- c) that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

2.12.6 A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.

2.12.7 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Article 18.2 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

2.12.8 Subject to compliance by him with his duties as a Director under Part 10 of the Companies Act (other than the duty in section 175(1) of the Companies Act which is the subject of this Article 2.12.8), a Director (including the chairman of the Board (if any) and any other non-executive Director) may, at any time:

- a) be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company; or
- b) be a Director or other officer of, employed by or hold Shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company,

(in either case a "Group Company Interest") and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director:

- a) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company);
- b) shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives in consequence of any Group Company Interest and any contract, transaction or arrangement relating to a Group Company Interest shall not be liable to be avoided on the grounds of any such benefit; and
- c) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.

2.12.9 Any Director who has a Group Company Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 2.12.9 may be made either at a meeting of the Board or by notice in Writing to the Company marked for the attention of the Directors.

2.12.10 Notwithstanding the provisions of Article 2.12.8, the Directors (excluding the Interested Directors) may at any time impose such conditions or limitations on the authorisations given under Article 2.12.8 and may vary or terminate any such authorisations in respect of a particular Group Company Interest.

2.13 Records of decisions to be kept

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

2.14 Directors' discretion to make further rules

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

2.15 Methods of appointing directors

2.15.1 There shall be no maximum number of directors and the minimum number of directors shall be one. Wherever the company has two or more directors, at least one of them shall be a natural person.

2.15.2 Any person 16 years of age or older 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.

2.15.3 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.

2.15.4 For the purposes of article 2.15.3, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

2.16 Termination of director's appointment

2.16.1 A person ceases to be a director as soon as—

- a) that person ceases to be a director by virtue of any provision of the Companies Acts 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;

- g) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his or her office be vacated.

2.17 Directors' remuneration

- 2.17.1 Directors may undertake any services for the company that the directors decide.
- 2.17.2 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.
- 2.17.3 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.
- 2.17.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 2.17.5 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.

2.18 Directors' expenses

- 2.18.1 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

3. Shares and Distributions

3.1 All shares to be fully paid up

- 3.1.1 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.
- 3.1.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

3.2 Further issues of shares: authority

- 3.2.1 Section 550 of the Companies Act shall not apply to the Company. Subject to the remaining provisions of this Article 3.2, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act, to exercise any power of the Company to offer, allot or grant rights to subscribe for, or convert securities into, or otherwise deal in, or dispose of, any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper.
- 3.2.2 The authority referred to in Article 3.2.1:
 - a) shall be limited to a maximum nominal amount of £1,000,000.00;
 - b) shall only apply insofar as the Company has not renewed, waived or revoked it; and
 - c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry

of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

3.2.3 Sections 561 and 562 of the Companies Act shall apply to the Company but the offer period referred to in those sections shall be a period of at least 10 Business Days. This Article 3.2.3 is subject always to the provisions of sections 570 and 571 of the Companies Act.

3.2.4 The provisions of section 565 of the Companies Act shall not apply to the Company.

3.3 Rights attached to shares

3.3.1 Voting

- a) The holders of the A shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company:
 - i) on a written resolution, each holder shall have one vote in respect of each share they hold;
 - ii) each holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for each share they hold;
 - iii) The B shares and C shares shall have no voting rights or a right to receive notice of and to attend and speak at any general meetings of the Company.

3.3.2 Dividends

All classes of ordinary shares may participate in any dividend declared by the Company in general meeting and such dividend may be declared in respect of each class of share, so that (for the avoidance of doubt) a dividend may from time to time be declared in respect of one class or classes of shares at a different amount per share than the other class or classes of shares;

3.3.3 Capital – On a return of assets, including sales proceeds arising from a Change of Control, or on a liquidation, capital reduction or otherwise (other than a conversion of Shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in distributing the balance among the holders of the ordinary shares as follows:

- a) The A shares and B shares will participate in any return of assets pro rata to the number of shares held;
- b) The holders of the C shares will only participate on a Change of Control, pro rata to the total number of shares held, in the net sales proceeds that exceed £33,600,000.

3.4 Powers to issue different classes of share

3.4.1 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.

3.4.2 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.

3.5 Company not bound by less than absolute interests

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

3.6 Share certificates

3.6.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

3.6.2 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.

3.6.3 No certificate may be issued in respect of shares of more than one class.

3.6.4 If more than one person holds a share, only one certificate may be issued in respect of it.

3.6.5 Certificates must—

- a) have affixed to them the company's common seal, or
- b) be otherwise executed in accordance with the Companies Acts.

3.7 Replacement share certificates

3.7.1 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.

3.7.2 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.

3.8 Share transfers

3.8.1 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.

3.8.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

3.8.3 The company may retain any instrument of transfer which is registered.

3.8.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

3.8.5 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.

3.9 Transfer of shares and Compulsory Transfers

3.9.1 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 or the renunciation or assignment of any rights to receive or subscribe for that Share, and reference to a Share includes both a legal and a beneficial or other interest in a Share unless otherwise indicated, but it does not include, in situations where the Holder subscribed for or purchased the Share as nominee for one or more beneficial owners:

- a) The transfer, assignment or other disposal of a beneficial or other interest in, or the creation of a trust or encumbrance over or the renunciation or assignment of any rights to receive or subscribe for a beneficial or other interest in, a Share provided that the nominee that holds a legal interest in such Share remains the same; or

- b) The transfer, assignment or other disposal of a legal interest in, or the creation of a trust or encumbrance over or the renunciation or assignment of any rights to receive or subscribe for a legal interest in, a Share from the nominee to any person who has a beneficial or other interest in that Share, provided that notice of such transfer is given to the Company.
- 3.9.2 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.
- 3.9.3 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 3.9.4 The Company may retain any Instrument of transfer which is registered.
- 3.9.5 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 3.9.6 Any transfer of a Share by way of sale that is required to be made under these Articles shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 3.9.7 The Directors may refuse to register a transfer of a Share:
 - a) unless it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates (or a suitable indemnity for any lost share certificate) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - b) to a bankrupt, a minor or a person of unsound mind; or
 - c) to an employee, Director or prospective employee or Director where that person has not entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.
- 3.9.8 The Directors may, as a condition to the registration of any transfer of any Share, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar Document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other Document). If any condition is imposed in accordance with this Article 3.9.8, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 3.9.9 To enable the Directors to determine whether or not there has been any transfer of a Share in breach of these Articles, the Directors may require any Holder, or the legal personal representatives of any deceased Holder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the Holder of such Shares in Writing of that fact and the following shall occur:
 - a) the relevant Shares shall cease to confer any rights to vote or to receive dividends or other distributions otherwise attaching to those Shares or to any further Shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant Holder; and
 - b) the holder may be required at any time following receipt of the notice, to transfer some or all of his Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

- 3.9.10** The rights referred to in Article 3.9.9a may be reinstated by the Directors at such time as they think fit or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 3.9.9b.

Compulsory Transfers

- 3.9.11** Subject to Article 3.9.14, if any Shares remain registered in the name of a deceased Shareholder for longer than one year after the date of his death, the Directors may require the legal personal representatives of that deceased Shareholder either:

- a) to effect a transfer of those Shares; or
- b) to show, to the satisfaction of the Directors, that a transfer will be effected before (or promptly on) the completion of the administration of the estate of the deceased Shareholder.

If either paragraph 3.9.11a or 3.9.11b of this Article is not fulfilled to the satisfaction of the Directors, a Compulsory Transfer Notice shall be deemed to have been given in respect of such Shares on such date as the Directors determine.

- 3.9.12** Subject to Article 3.9.14, if a Shareholder is adjudged bankrupt or makes any arrangement or composition with his creditors generally, then that Shareholder shall immediately be deemed to have given a Compulsory Transfer Notice in relation to all Shares held by him.

- 3.9.13** Subject to Article 3.9.14, if a Shareholder that is a company suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it (or a material part of its business) or enters into a composition or arrangement with its creditors generally, then that Shareholder shall immediately be deemed to have given a Compulsory Transfer Notice in respect of all Shares held by it.

- 3.9.14** Where a Shareholder holds a legal interest in a Share on behalf of another person and the Company is on notice of such arrangement, the provisions of Articles 3.9.11, 3.9.12 and 3.9.13 shall not apply to such Shareholder, and instead if such a Shareholder suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it (or a material part of its business) or enters into a composition or arrangement with its creditors generally, then:

- a) If the Shareholder notifies the Company of its intention to transfer the legal interest in the relevant Shares within one month from the date of such appointment or composition or arrangement, then the Company shall, together with such Shareholder, take such steps as may be reasonably be required to effect such a transfer of the legal interest of the relevant Shares; and
- b) If the Shareholder fails to notify the Company in accordance with Article 3.9.14a, then a Compulsory Transfer Notice shall be deemed to have been given in respect of such Shares on such date as the Directors determine.

3.10 LEAVERS

- 3.10.1** The provisions of this article 3.10 shall apply to any Leaver and to any Leaver's C shares.

- 3.10.2** Within the period commencing on the relevant leaving date and expiring at midnight on the date three months following such date, the company may serve a notice on the Leaver notifying him or her that he or she is, with immediate effect, deemed to have offered such number and class of his or her Leaver's Shares to the shareholders of all classes of ordinary shares in the Company pro rata to their existing shareholdings in accordance with the remaining provisions of this article 3.10 (a "Sale Notice"). On receipt of such Sale Notice, the Leaver shall be obliged forthwith to transfer, at the Sale Price as determined in accordance with article 3.11 (which once so determined shall be deemed to be the Transfer Price for the purposes of this article 3.10), such number of his or her Leaver's Shares to the person(s) specified in the Sale Notice.

- 3.10.3** If the Leaver defaults in transferring any Leaver's Shares, the company may receive the relevant purchase money and may nominate some person to execute an

instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Leaver's Shares and shall hold the purchase money on trust (without interest) for the Leaver. The receipt of the company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his or her name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Leaver's Shares by the company, if the Leaver defaults in transferring any Leaver's Shares the company may nominate any person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the Leaver.

3.10.4 A Sale Notice appoints the company as the agent of the Leaver for the sale of the Leaver's Shares at the Transfer Price.

3.10.5 As soon as practicable following the giving of a Sale Notice, the company shall offer the Leaver's Shares for sale to the shareholders of all classes of ordinary shares in the manner set out in article 3.10.6. The offer shall be in writing and give details of the number and Transfer Price of the Leaver's Shares offered.

3.10.6 The company shall offer the Leaver's Shares to the shareholders of all classes of ordinary shares other than the Leaver (the "Continuing Shareholders"), inviting them to apply in writing within 28 business days of the date of the offer (the "Initial Offer Period") for the maximum number of Leaver's Shares they wish to buy.

If, at the end of the Initial Offer Period, the number of Leaver's Shares applied for is equal to or exceeds the number of Leaver's Shares, the company shall allocate the Leaver's Shares to each Continuing Shareholder who has applied for Leaver's Shares in the proportion which his or her existing holding of ordinary shares bears to the total number of ordinary shares held by those Continuing Shareholders who have applied for Leaver's 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 Leaver's Shares which he has stated he is willing to buy.

If, at the end of the Initial Offer Period, the total number of Leaver's Shares applied for is less than the number of Leaver's Shares, the company shall allocate the Leaver's Shares to the Continuing Shareholders in accordance with their applications. The balance (the "**Initial Surplus Shares**") shall be dealt with in accordance with article 3.10.7.

3.10.7 At the end of the Initial Offer Period, the company 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 (the "**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 company shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in the proportion that his or her existing holding of ordinary shares (including any Leaver's Shares) bears to the total number of ordinary shares (including any Leaver's 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 company shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance (the "**Second Surplus Shares**") shall be dealt with in accordance with article 3.10.10.

3.10.8 If transfers under article 3.10.6 and, if necessary, article 3.10.7 have been made in respect of some or all of the Leaver's Shares the company shall give written notice of allocation (the "**Allocation Notice**") to the Leaver and each Continuing Shareholder to whom Leaver's Shares have been allocated (the "**Applicant**"). The Allocation Notice shall specify the number of Leaver's Shares allocated to each Applicant, the amount payable by each Applicant for the number of Leaver's Shares allocated to him or her (the "**Consideration**") and the place and time for completion of the transfer of the Leaver's Shares (which shall be not more than 21 business days after the date of the Allocation Notice).

3.10.9 On the service of an Allocation Notice, the Leaver shall, against payment of the Consideration, transfer the Leaver's Shares allocated in accordance with the requirements specified in the Allocation Notice.

If the Leaver fails to comply with the requirements of the Allocation Notice:

- a) the chairman of the company (or, failing him or her, one of the other directors), may, on behalf of the Leaver:
 - i) complete, execute and deliver in his or her name all documents necessary to give effect to the transfer of the relevant Leaver's 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

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

3.10.10 If an Allocation Notice does not relate to all of the Leaver's Shares then, within 21 days following service of the Allocation Notice, the Leaver may retain the excess Leaver's Shares in accordance with these articles.

3.11 Sale Price:

The Sale Shares shall be offered for sale at the price per share originally paid by the Leaver.

3.12 Transmission of shares

3.12.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

3.12.2 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.

3.12.3 Notwithstanding articles 3.12.1 and 3.12.2, 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, bankruptcy or otherwise, unless they become the holders of those shares.

3.13 Exercise of **transmittees'** rights

3.13.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

3.13.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

- 3.13.3 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.

3.14 Transmittees bound by prior notices

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.

3.15 Tag along rights on a change of control

- 3.15.1 Except in the case of transfers pursuant to Articles 3.9.11 to 3.9.14 and 3.10, the provisions of Article 3.15.2 to 3.15.4 shall apply if the any shareholder(s) (the "Selling Shareholders") wish to transfer any shares (the "Sellers' Shares") to any person (the "Proposed Buyer"), which would result in a Change of Control, the Selling Shareholders may only sell all (but not some only) of its Shares, any such sale to be subject to and in accordance with this Article 3.15.
- 3.15.2 No less than 20 Business Days prior to any such proposed sale, the Selling Shareholders shall procure that the Proposed Buyer makes an offer in writing to each of the other Shareholders (each an "Other Shareholder") to buy all of the shares held by them for a consideration per Share that is at least equal to the highest price per share offered or paid by the Proposed Buyer in the proposed sale or in any related previous transaction in the six months preceding the date of the Proposed Transfer (the "Offer")
- 3.15.3 The Offer shall set out the name and address of the Proposed Buyer, the sale price and other terms and conditions of payment, the date on or about which such sale is anticipated to be made and the number of Shares (the "Sale Shares") to be purchased by the Proposed Buyer from all shareholders.
- 3.15.4 Within 20 Business Days of receipt of the Offer, each Other Shareholder shall notify the Selling Shareholders whether it wishes to sell all of its Shares to the Proposed Buyer on the same terms and conditions as set out in the Offer. A person giving such notice to the Selling Shareholders shall then be entitled to sell his or her Shares to the Proposed Buyer on the same terms and conditions as are set out in the Offer.
- 3.15.5 If a Shareholder is not afforded the right to act upon or participate in the transaction contemplated by the Offer in accordance with the provisions of this Article 3.15, the Selling Shareholders may not complete such transaction and the board of directors of the company shall be bound to refuse to register any transfer of Shares intended to carry such transaction into effect.
- 3.15.6 If the offer is accepted by any shareholder (an "Accepting Shareholder") in accordance with Article 3.15.4, the completion of the proposed sale shall be conditional on completion of the purchase of all shares held by the Accepting Shareholders.

3.16 Drag Along

- 3.16.1 If the holders of 50% of the shares in issue for the time being (the "Sellers") wish to transfer all of their interest in the shares (the "**Sellers' Shares**") to a bona fide arm's length purchaser (the "**Buyer**"), the Sellers may require all other shareholders (the "**Called Shareholders**") to sell and transfer all their shares to the Buyer (or as the Buyer directs) in accordance with the provisions of this Article 3.16 (the "**Drag Along Option**").
- 3.16.2 The Sellers may exercise the Drag Along Option by giving written notice to that effect (the "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Buyer. The Drag Along Notice shall specify:
- a) that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this Article 3.16;
 - 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 at least equal to the price per share offered by the Buyer for the Sellers' Shares and must be cash consideration; and
- d) the proposed date of the transfer.

3.16.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Sellers have not sold the Sellers' Shares to the Buyer within 28 business days of serving the Drag Along Notice. The Sellers may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

3.16.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 3.16.

3.16.5 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:

- a) all of the Called Shareholders and the Sellers agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Sellers; or
- b) that date is less than 10 business days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 10th business day after service of the Drag Along Notice.

3.16.6 Within 10 business days of the Sellers 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 Buyer, the amounts they are due for their shares pursuant to Article 3.16.2c) to the extent that the Buyer has put the company in the requisite funds. The company's receipt for the price shall be a good discharge to the Buyer. The company shall hold the amounts due to the Called Shareholders pursuant to Article 3.16.2c) on trust for the Called Shareholders without any obligation to pay interest.

3.16.7 To the extent that the Buyer has not, on the Completion Date, put the company in funds to pay the consideration due pursuant to Article 3.16.2c), 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 3.16 in respect of their shares.

3.16.8 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 Sellers to be his or her agent and attorney to execute all necessary transfer(s) on his or her 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 Buyer (or as they may direct) as the holder thereof. After the 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 3.16.

3.17 Procedure for declaring dividends

3.17.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

3.17.2 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.

3.17.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

- 3.17.4 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.
- 3.17.5 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.
- 3.17.6 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.
- 3.17.7 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.
- 3.18 Payment of dividends and other distributions**
- 3.18.1 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; or
 - c) 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.
- 3.18.2 In the Articles, "the distribution recipient" means, in respect of a share of which a dividend or other sum is payable—
- a) the holder of the share;
 - 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, bankruptcy, or otherwise by operation of law, the transmittee.
- 3.19 No interest on distributions**
- 3.19.1 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.
- 3.20 Unclaimed distributions**
- 3.20.1 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.
- 3.20.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it and 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.

3.21 Non-cash distributions

- 3.21.1** 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).
- 3.21.2** 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.

3.22 Waiver of distributions

- 3.22.1** Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
- a) the share has more than one holder; or
 - b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

3.23 Authority to capitalise and appropriation of capitalised sums

- 3.23.1** 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.
- 3.23.2** 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.
- 3.23.3** 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.
- 3.23.4** 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.
- 3.23.5** Subject to the Articles the directors may—
- a) apply capitalised sums in accordance with Article 3.23.3 and 3.23.4 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 3.23.

4. Decision-Making by Shareholders

4.1 Attendance and speaking at general meetings

- 4.1.1** A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 4.1.2** A person is able to exercise the right to vote at a general meeting when—
 - a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 4.1.3** The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 4.1.4** In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 4.1.5** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

4.2 Quorum for general meetings

The quorum for a general meeting shall be determined according to section 318 of the Act and 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.

4.3 Chairing general meetings

- 4.3.1** If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 4.3.2** If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
 - a) the directors present, or
 - b) (if no directors are present), the meeting,
 - c) 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.
- 4.3.3** The person chairing a meeting in accordance with this Article is referred to as “the chairman of the meeting”.

4.4 Attendance and speaking by directors and non-shareholders

- 4.4.1** Directors may attend and speak at general meetings, whether or not they are shareholders.
- 4.4.2** 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.

4.5 Adjournment

- 4.5.1** If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, or if at any time during a quorate general meeting the meeting directs him or her to do so, the chairman of the meeting must adjourn it.
- 4.5.2** The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

- a) the meeting consents to an adjournment, or
- b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

4.5.3 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.

4.5.4 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.

4.5.5 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 and if, at an adjourned general meeting, a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall be a quorum.

4.6 Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded and acted upon in accordance with the Articles and sections 321 and 322 of the Act.

4.7 Errors and disputes

4.7.1 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.

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

4.8 Poll votes

4.8.1 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.

4.8.2 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.

4.8.3 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.

4.8.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

4.9 Content of proxy notices

- 4.9.1** 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.
- 4.9.2** The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 4.9.3** 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.
- 4.9.4** 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.

4.10 Delivery of proxy notices

- 4.10.1** 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.
- 4.10.2** 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.
- 4.10.3** 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.
- 4.10.4** 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.

4.11 Voting

- 4.11.1** The provisions of this Article 4.11 shall apply if at any time without consent of the board of directors of the company:
- a) any Shareholder becomes a Leaver; or
 - b) the company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by any Shareholder.
- 4.11.2** If the provisions of Article 4.11.1 apply:
- a) the Shares which such Shareholder holds or to which he is entitled; and
 - b) any Shares formerly held by such person which have been transferred (whether in breach of the provisions of these Articles or in accordance with these Articles),
- shall immediately cease to entitle the holders thereof to attend and vote (whether on a show of hands or on a poll) at any general meeting or at any separate class meeting of the company.
- 4.11.3** The provisions of Article 4.11.2 shall continue:
- a) in the case of Article 4.11.1 for any breach which in the opinion of the board of directors of the company can be remedied, for so long as such breach subsists; or
 - b) in the case of Article 4.11.2 to 4.11.3, until there is a sale or an IPO of the company or such time as such person ceases to be a Shareholder or a Leaver.

4.12 Amendments to resolutions

- 4.12.1** 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.
- 4.12.2** 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.
- 4.12.3** 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

5. Administrative Arrangements

5.1 Means of communication to be used

- 5.1.1** Anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 5.1.2** Every notice convening a general meeting shall comply with the provisions of section 307 and 325 of the Act as to the length of notice required for the meeting and the giving of information to shareholders in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any shareholder is entitled to receive shall be sent to the directors and to the and for the time being of the company.
- 5.1.3** 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.
- 5.1.4** 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.

5.2 Company seals

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

5.3 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

5.4 Provision for employees on cessation of business

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

5.5 Indemnity

5.5.1 Subject to Article 5.5.2, 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 Act),
- c) any other liability incurred by that director as an officer of the company or an associated company.

5.5.2 This Article 5.5 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.

5.5.3 In this Article 5.5—

- 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.

5.6 Insurance

5.6.1 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.

5.6.2 In this Article 5.6—

- 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.