

Company number 10130120

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

HYBRID MOTIVE POWER (HMP) LIMITED (Company)

Circulation Date 5 September 2016

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

SPECIAL RESOLUTION

THAT, the draft regulations attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, those persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed by **Nick Cross**

Dated


5 September 2016



NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Prydis Legal Limited, Southgate House, 59 Magdalen Street, Exeter
- **Post** returning the signed copy by post to Prydis Legal Limited, Southgate House, 59 Magdalen Street, Exeter

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

HYBRID MOTIVE POWER (HMP) LIMITED ('the Company')

(adopted by written resolution passed on *5 September* 2016)

1 MODEL ARTICLES

The model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (the '**Model Articles**') shall, except where they are excluded, varied by or inconsistent with these Articles, apply to the Company to the exclusion of all other regulations set out in any statute or statutory instrument concerning companies

2 INTERPRETATION

2.1 In these Articles unless the context otherwise requires

'**Act**' means the Companies Act 2006,

'**Acting in Concert**' shall have the meaning set out in the City Code on Takeovers and Mergers as in force on the Date of Adoption,

'**Address**' means in relation to electronic communications includes any number or address used for the purposes of such communications,

'**Alternate**' or '**Alternate Director**' means a person appointed as such pursuant to Article 22,

'**Articles**' means these articles of association in their present form or as from time to time altered,

'**Associated Company**' is a company that is associated with another by virtue of the fact that it is a Subsidiary of the other or because both are Subsidiaries of the same body corporate,

'**Board**' means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,

'**Bruce**' means Bruce Palmer,

'**Business Day**' means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday),

'**the Companies Acts**' means every statute from time to time in force concerning companies in so far as the same applies to the Company,

'**Civil Partner**' means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder,

'**Company's Lien**' has the meaning given in Article 15.1,

'**Controlling Interest**' means an interest (within the meaning of Schedule 1 to the Act) in more than 50% of the Shares,

'**Date of Adoption**' means the date on which these Articles were adopted,

'**Director**' means a director or directors of the Company from time to time,

'**Encumbrance**' means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law),

'**Group**' means the Company and its Subsidiary Undertaking(s) (if any) from time to time,

'**Lien Enforcement Notice**' has the meaning given in Article 15.4.1,

'**Member**' means a member of the Company,

'New Securities' means any Shares or other securities convertible into, or carrying the right to subscribe for, Shares issued by the Company after the Date of Adoption which would take the number of Shares in issue (of any class and whether or not fully paid) to in excess of 100,000 (one hundred thousand) Shares,

'Nil Paid' in relation to a Share means that no part of that share's nominal value or any premium at which it was issued has been paid to the Company,

'Partly Paid' in relation to a Share means that part of that Share's nominal value or any premium at which it was issued has not been paid to the Company,

'Relevant Director' means any Director, Alternate Director or former director of the Company or an Associated Company,

'Relevant Loss' means any loss or liability which has been or may be incurred by a Relevant Director, secretary or other officer (excluding any auditor) in connection with that person'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,

'Shares' means the shares in the capital of the Company from time to time,

'Shareholder' means a holder of Shares,

'Subsidiary' and **'Subsidiary Undertaking'** have the respective meanings set out in sections 1159 and 1162 of the Act,

2 2 any words or expressions defined in the Companies Acts in force at the date when these Articles or any part of them are adopted shall (unless otherwise defined in these Articles) bear the same meaning in these Articles or such part (as the case may be), and

2 3 where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective

3 SHARE CAPITAL

3 1 The issued share capital of the Company at the Date of the Adoption is £100 divided into 100 ordinary shares of £1 00 each

3 2 The Company may from time to time by special resolution issue, increase, sub-divide, consolidate or redenominate its share capital in accordance with the 2006 Act, and Article 22(1) of the Model Articles shall be varied accordingly

3 3 All dividends may be declared and paid only in respect of Shares which are fully paid and apportioned and paid proportionately to any portion or portions of the period in respect of which the dividend is paid

4 VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

4 1 No voting rights attached to a Share may be exercised at a general meeting of the Company or on a proposed written resolution of the Company unless the Share is fully paid

4 2 Where Shares confer a right to vote, on a show of hands each holder of Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him

5 VARIATION OF RIGHTS

5 1 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of Shares Where a special resolution to vary the rights attaching to a class of Shares is proposed at a separate general meeting of that class of Shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative For the purpose of this Article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

- 5 2 Any issue of New Securities ranking equally in preference to any existing Shares shall not constitute a variation of rights for the purposes of Article 5 1 or Section 630 of the Act

6 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 6 1 Subject to the remaining provisions of this Article 6, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to

6 1 1 offer or allot,

6 1 2 grant rights to subscribe for or convert any securities into Shares, and

6 1 3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that

6 1 4 this authority shall be limited to a maximum nominal amount of £75 00,

6 1 5 this authority shall only apply insofar as the Company has not by resolution waived or revoked it,

6 1 6 this authority shall only apply to the re-allotment of any cancelled Shares such that the allotment of Shares would not increase the total issued share capital of the Company above £100, and

6 1 7 this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired)

- 6 2 This authority is in addition to all subsisting authorities

- 6 3 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company

- 6 4 Subject to Article 6 9, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to the Shareholders on the same terms and at the same price as those New Securities are proposed to be offered to other persons (if that is the case) *pari passu* and *pro rata* to the number of Shares held by them (as nearly as may be without involving fractions)

- 6 5 An offer made under Article 6 4 shall

6 5 1 be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the 'First Subscription Period') and give details of the number and subscription price of the New Securities, and

6 5 2 may stipulate that any holder of Shares who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe

- 6 6 If, at the end of the First Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to those Shareholders who have applied for New Securities on a *pro rata* basis to the number of Shares held by each of them which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any subscriber beyond that applied for by him)

- 6 7 If, at the end of the First Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to those Shareholders who have applied for the New Securities in accordance with their applications

- 6 8 Subject to Article 6 9, any remaining New Securities shall be offered to such other persons as the Directors may determine at the same price and on the same terms as the offers made pursuant to Articles 6 4 to 6 6
- 6 9 For the avoidance of doubt, Articles 6 4 to 6 8 inclusive shall not apply to any sale, re-allotment or other disposal by the Company of a forfeited Share
- 6 10 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company

7 TRANSFERS OF SHARES – GENERAL

- 7 1 In Articles 7 to 12 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share following death or otherwise 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
- 7 2 No Share may be transferred unless the transfer is made in accordance with these Articles
- 7 3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him
- 7 4 Any transfer of a Share by way of sale which is required to be made under Articles 8 to 12 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee
- 7 5 The Directors may refuse to register a transfer if
- 7 5 1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind,
 - 7 5 2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company,
 - 7 5 3 it is a transfer of a Share which is not fully paid
 - 7 5 4 to a person of whom the Directors do not approve,
 - 7 5 5 the Company has a lien over such Share(s),
 - 7 5 6 the transfer is not lodged at the registered office or at such other place as the Directors may appoint, or
 - 7 5 7 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer
- 7 6 The Directors shall refuse to register a transfer
- 7 6 1 to a person they consider (in their absolute discretion) on commercial grounds should not become a Shareholder, or
 - 7 6 2 where these Articles otherwise provide that such transfer shall not be registered
- 7 7 If the Directors refuse to register a transfer, 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
- 7 8 The Directors may, as a condition to the registration of any transfer of Shares (whether pursuant to a Permitted Transfer or otherwise), 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 some or all of the Shareholders and the Company in any 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) and if any condition is imposed in accordance with this Article 7 8 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

- 7 9 To enable the Directors to determine whether or not there has been any disposal of Shares (or any interest in Shares) 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 furnish to the Company with such information and evidence as the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in Shares from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where 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
- 7 9 1 the relevant Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question), or
- 7 9 2 the withholding of payment of all dividends or other distributions otherwise attaching to the relevant Shares or to any further Shares issued in respect of those Shares, and
- 7 9 3 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder
- 7 10 The rights referred to in Articles 7 9 1 and 7 9 2 above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in Article 7 9 3 above
- 7 11 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period
- 7 12 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that
- 7 12 1 the Transfer Price for the Sale Shares will be as agreed between the Board (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares,
- 7 12 2 it does not include a Minimum Transfer Condition (as defined in Article 8 2(d)), and
- 7 12 3 the Seller wishes to transfer all of the Shares held by it

8 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

- 8 1 Save where the provisions of Article 12 applies, any transfer of Shares shall be subject to the pre-emption rights contained in this Article 8
- 8 2 A Shareholder who wishes to transfer his Shares (a 'Seller') shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a 'Transfer Notice') to the Company specifying
- 8 2 1 the number of Shares which he wishes to transfer (the 'Sale Shares'),
- 8 2 2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- 8 2 3 the price at which he wishes to transfer the Sale Shares (the 'Transfer Price'), and
- 8 2 4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a 'Minimum Transfer Condition')

- 8 3 If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the 'Transfer Price') must be agreed by the Board. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Value of the Sale Shares unless otherwise stated in these Articles if no price is agreed within 10 Business Days of the Company receiving the Transfer Notice.
- 8 4 No Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 8 5 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 8 6 As soon as practicable following the later of
- 8 6 1 receipt of a Transfer Notice, and
- 8 6 2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 9,
- 8 7 the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in the remaining provisions of this Article 8. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 8 8 The Board shall offer the Sale Shares to all holders of Shares other than the Seller (the Continuing Shareholder), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (the First Offer Period) for the maximum number of Sale Shares they wish to buy.
- 8 9 If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under article 8 10 to article 8 13 shall be conditional on the fulfilment of the Minimum Transfer Condition.
- 8 10 If
- 8 10 1 at the end of the First Offer Period, the total 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 down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case the allocation of any such fractional entitlements among the Continuing Shareholders who have applied for Sale Shares shall be determined by the Board). 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,
- 8 10 2 not all Sale Shares are allocated following allocations in accordance with article 8 10 1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicant(s) in accordance with the procedure set out in article 8 10 1. The procedure set out in this article 8 10 2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied, and
- 8 10 3 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 (the Initial Surplus Shares) shall be dealt with in accordance with article 8 11.
- 8 11 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares (if any) to all the Continuing Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (the Second Offer Period) for the maximum number of Initial Surplus Shares they wish to buy.
- 8 12 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the Board shall allocate the 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 down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Continuing Shareholders shall be determined by the Board). 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.

- 8 13 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 (the Second Surplus Shares) shall be dealt with in accordance with article 8 18.
- 8 14 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 8 10 to article 8 13, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- 8 15 If
- 8 15 1 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
- 8 15 2 allocations under article 8 10 to article 8 13 have been made in respect of some or all of the Sale Shares,
- 8 16 the Board shall give written notice of allocation (an Allocation Notice) to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (each an 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 (Transfer Price) and the place and time for completion of the transfer of the Sale Shares (which shall be at least 2 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).
- 8 17 On the date specified for completion in the Allocation Notice, the Seller shall, against payment of the Consideration, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with the requirements specified in the Allocation Notice.
- 8 18 If the Seller fails to comply with Article 9 14
- 8 18 1 the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent and attorney on behalf of the Seller
- 8 18 2 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
- 8 18 3 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price), and
- 8 18 4 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
- 8 18 5 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) 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 Board may reasonably require to prove good title to those Shares) to the Company.
- 8 19 Where a Transfer Notice lapses pursuant to Article 9 12 or an Allocation Notice does not relate to all the Sale Shares, then, subject to Article 8 20, the Seller may, at any time during the 20 Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Sale Shares (in the case of a lapsed offer) or the Second Surplus Shares (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 8 19 shall continue to be subject to any Minimum Transfer Condition

8 20 The Seller's right to transfer Shares under Article 8 19 does not apply if the Directors consider that

8 20 1 the transferee is a person (or a nominee for a person) whom they consider (in their absolute discretion) on commercial grounds should not become a Shareholder,

8 20 2 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

8 20 3 the Seller has failed or refused to promptly provide information available to him and reasonably requested to enable it to form the opinion referred to in Article 8 20 2

9 VALUATION OF SHARES

9 1 If no Transfer Price can be agreed between the Seller and the Board in accordance with the provisions of Articles 7 12 and 8 2 or otherwise then, on the date of failing agreement, the Board shall either

9 1 1 appoint an expert valuer in accordance with Article 9 2 (the **Expert Valuer**) to certify the Fair Value of the Sale Shares, or

9 1 2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice

9 2 The Expert Valuer will be an independent firm of Chartered Accountants to be agreed between the Board (with A Shareholder Consent) and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Board

9 3 The "Fair Value" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases

9 3 1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,

9 3 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

9 3 3 that the Sale Shares are capable of being transferred without restriction,

9 3 4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (by number of Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent (and so that each Share, irrespective of class and nominal value, shall have the same value), and

9 3 5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account

9 4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit

9 5 The Expert Valuer shall be requested to determine the Fair Value as soon as possible and to notify the Board of their determination

9 6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error)

9 7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose

9 8 The Expert Valuer shall deliver their certificate to the Company As soon as the Company receives the

certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within ten Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares

9.9 The cost of obtaining the certificate shall be paid by the Company unless

9.9.1 the Seller cancels the Company's authority to sell, or

9.9.2 the Fair Value certified by the Expert Valuer is less than the price (this if any) offered by the Directors to the Seller for the Sale Share before Expert Valuer was instructed

in which case the Seller shall bear the cost

10 COMPULSORY TRANSFERS – GENERAL

10.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors

10.2 If a Share remains 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

10.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or

10.2.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder

10.3 If either requirement in this Article 10.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that the Directors may otherwise determine

10.4 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, the Directors may determine

11 PURCHASE OF OWN SHARES

The Company is permitted to purchase its own shares and exercise the powers conferred by section 690 of the 2006 Act

12. ACQUISITION OF CONTROL / DRAG ALONG

12.1 If holders of 60% of the total number of Shares in issue (including Bruce for so long as he is a shareholder) (the 'Selling Shareholders') wish to transfer all their interest in their Shares to a bona fide arm's length buyer (the 'Drag Purchaser') the Selling Shareholders have the option (the 'Drag Along Option'), to compel all the other Shareholders (the 'Called Shareholders') to sell and transfer all their Shares (the 'Called Shares') to the Drag Purchaser or as the Drag Purchaser may direct, in accordance with these Articles

12.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice at any time before the transfer of their shares (the 'Drag Along Notice') to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser (or as the Drag Purchaser directs). A Drag Along Notice must state

12.2.1 that the Called Shareholders are required to transfer all the Called Shares under this Article 12,

12.2.2 the identity of the person(s) to whom the Called Shares are to be transferred;

12.2.3 the consideration for which the Called Shares are to be transferred, and

12 2 4 the proposed date of transfer and payment of such consideration

12 3 A Drag Along Notice once issued is irrevocable but will lapse if for any reason there is no sale of the Selling Shareholders' shares to the Drag Purchaser within 21 business days after the date of service of the Drag Along Notice. The Selling Shareholders are entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

12 4 The consideration (in cash or otherwise) per Share for which the Called Shareholders are obliged to sell each Called Share will be the same as that attributed by the offer from the Drag Purchaser for the Shares held by the Selling Shareholders (the 'Drag Consideration').

12 5 Completion of the sale of the Called Shares will take place on the same date as the date proposed for the completion and sale of the Selling Shareholders' Shares as specified in the Drag Along Notice unless

12 5 1 all of the Called Shareholders and the Selling Shareholders agree otherwise, or

12 5 2 that date is less than ten Business Days after the Drag Along Notice, in which case it must be deferred until the tenth Business Day after the Drag Along Notice ('Drag Completion Date').

12 6 On the Drag Completion Date, each Called Shareholder shall deliver

12 6 1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser (or as he may direct), and

12 6 2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company,

(together the 'Drag Documents')

12 7 The rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a Drag Purchaser (or as he may direct) as a result of a duly served Drag Along Notice.

12 8 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.

12 9 To the extent that any Called Shareholder has not on the Drag Completion Date received the Drag Consideration that is due to him, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 12 in respect of their Shares.

12 10 If any Called Shareholder fails to deliver the Drag Documents by the Drag Completion Date, the Company and each director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 12 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

12 11 As soon as a person, following the issue of a Drag Along Notice, becomes a Shareholder pursuant to the exercise of an option to acquire Shares which existed prior to the issue of the Drag Along Notice (a 'New Shareholder') a Drag Along Notice is deemed to have been served on the New Shareholder on the same terms as the original Drag Along Notice. The New Shareholder is immediately bound to sell and transfer all the Shares acquired by him to the Drag Purchaser or as the Drag Purchaser may direct and the provisions of Article 12 will apply in exactly the same way to the New Shareholder except that completion of the sale of those Shares will take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

13 TAG ALONG

- 13 1 A Shareholder (the 'Committed Shareholder') may not transfer any Shares (whether made as one or as a series of transactions (the 'Controlling Shares') to any person (the 'Proposed Controller') if it would result in the Proposed Controller (together with his Connected Persons and any persons Acting in Concert with him (together the 'Interested Shareholders') obtaining or increasing a Controlling Interest unless before that transfer is made the Proposed Controller has made a bona fide offer (the 'Tag Offer') to the Shareholders (other than the Proposed Controller, the Committed Shareholder and the Interested Shareholders) (the 'Uncommitted Shareholders') in accordance with this Article 13 to purchase all their Shares (including any Shares which may be allotted to any of them pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into Shares, in existence at the date of the Tag Notice) (the 'Uncommitted Shares')
- 13 2 The Tag Offer shall be made by notice in writing (the 'Tag Notice') and shall specify
- 13 2 1 the price the Uncommitted Shareholders will receive for each Uncommitted Share (the 'Tag Price') and details of how that price has been calculated, and
- 13 2 2 the date (the 'Close Date') by which each Uncommitted Shareholder must accept the Tag Offer (which shall be at least 21 days after the date of the Tag Notice)
- 13 3 Any Uncommitted Shareholder who has not accepted the Tag Offer by the Close Date shall be deemed to have rejected the Tag Offer
- 13 4 The Tag Price shall be equal to the highest price paid or payable by the Proposed Controller (or any Interested Shareholder) for any Share (including the cash equivalent of any non-cash consideration paid or payable which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for that Share) Any dispute about the calculation of the Tag Price shall be immediately referred to an Expert (who shall be an independent firm of Chartered Accountants appointed by the Board) whose decision shall, in the absence of manifest error, be final and binding) and pending its determination the Controlling Shares shall not be transferred to the Proposed Controller
- 13 5 Each accepted Tag Offer shall be completed and the consideration in respect of it paid (except insofar as failure to complete is due to the fault of the relevant Uncommitted Shareholder) before any of the Controlling Shares are transferred to the Proposed Controller
- 13 6 For the purpose of Article 14 the expression 'transfer' shall include the renunciation of a renounceable letter of allotment
- 13 7 The proposed transfer of Shares to the Proposed Controller is, but the purchase of Shares from any Uncommitted Shareholder who has accepted the Tag Offer pursuant to a Tag Offer made under this Article 14 shall not be, subject to the pre-emption provisions of Article 9

14 CAPITALISATION OF PROFITS

Capitalisation sums may be applied towards paying up the amounts, if any, for the time being unpaid on any shares held by persons entitled to receive capitalised sums in accordance with Article 36 of the Model Articles, which shall be varied accordingly

15 COMPANY'S LIEN OVER PARTLY PAID SHARES

- 15 1 The Company has a first and paramount lien (the 'Company's Lien') over every Share which is Partly Paid or Nil Paid for any part of
- 15 1 1 that Share's nominal value, and
- 15 1 2 any premium at which it was issued, which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a Call Notice has been sent in respect of it
- 15 2 The Company's Lien over a Share
- 15 2 1 takes priority over any third party's interest in that Share, and

15 2 2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that Share

15 3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part

15 4 Subject to the provisions of this Article 15, if

15 4 1 A notice complying with Article 15 5 (a 'Lien Enforcement Notice') has been given in respect of a Share, and

15 4 2 the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide

15 5 A Lien Enforcement Notice

15 5 1 may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

15 5 2 must specify the Share concerned,

15 5 3 must require payment of the sum payable within 14 days of the notice,

15 5 4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and

15 5 5 must state the Company's intention to sell the Share if the notice is not complied with

15 6 Where Shares are sold under this Article 15

15 6 1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

15 6 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

15 7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

15 7 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice, and

15 7 2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice

15 8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date

15 8 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

15 8 2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share

16 CALL NOTICES

16 1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a 'Call Notice') to a Shareholder requiring the Member to pay the Company a specified sum of money (a 'Call') which is payable in respect of shares which that Shareholder holds at the date when the Directors decide to send

the Call Notice

16 2 A Call Notice

16 2 1 may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium),

16 2 2 must state when and how any Call to which it relates it is to be paid, and

16 2 3 may permit or require the Call to be paid by instalments

16 3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 days have passed since the notice was sent

16 4 Before the Company has received any Call due under a Call Notice the Directors may

16 4 1 revoke it wholly or in part, or

16 4 2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose shares the Call is made

16 5 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid

16 6 Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that share

16 7 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to pay Calls

16 7 1 which are not the same, or

16 7 2 at different times

16 8 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium) on

16 8 1 allotment,

16 8 2 the occurrence of a particular event, or

16 8 3 a date fixed by or in accordance with the terms of issue

16 9 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

16 10 If a person is liable to pay a Call and fails to do so by the Call Payment Date

16 10 1 the Directors may issue a notice of intended forfeiture to that person, and

16 10 2 until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate

16 11 For the purposes of this Article 16

16 11 1 the 'Call Payment Date' is the time when the Call Notice states that a Call is payable, unless the Directors give a notice specifying a later date, in which case the 'Call Payment Date' is that later date, and

16 11 2 the 'Relevant Rate' is

16 11 2 1 the rate fixed by the terms on which the Share in respect of which the Call is due was allotted,

16 11 2 2 such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been determined by the Directors, or

16 11 2 3 if no rate is fixed in either of these ways, 5 per cent per annum

16 12 The Relevant Rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under the Bank of England Act 1998 Part 2

16 13 The Directors may waive any obligation to pay interest on a Call wholly or in part

17 NOTICE OF INTENDED FORFEITURE

17 1 A notice of intended forfeiture

17 1 1 may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice,

17 1 2 must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,

17 1 3 must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice,

17 1 4 must state how the payment is to be made, and

17 1 5 must state that if the notice is not complied with, the shares in respect of which the Call is payable will be liable to be forfeited

17 2 If a notice of intended forfeiture is not complied with before the date by which payment of the Call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

18 EFFECT OF FORFEITURE

18 1 Subject to these Articles, the forfeiture of a Share extinguishes

18 1 1 all interests in that Share, and all claims and demands against the Company in respect of it, and

18 1 2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

18.2 Any Share which is forfeited in accordance with these Articles

18 2 1 is deemed to have been forfeited when the Directors decide that it is forfeited,

18 2 2 is deemed to be the property of the Company, and

18 2 3 may be sold, re-allotted or otherwise disposed of as the Directors think fit

18 3 If a person's shares have been forfeited

18 3 1 the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders,

18 3 2 that person ceases to be a Shareholder in respect of those Shares,

- 18 3 3 that person must surrender the certificate for the shares forfeited to the Company for cancellation,
- 18 3 4 that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
- 18 3 5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal

18 4 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit

18 5 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer

18 6 A statutory declaration by a Director or the Company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share

18 7 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

18 8 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

18 9 was, or would have become, payable, and

18 10 had not, when that Share was forfeited, been paid by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

19. SURRENDER OF SHARES

19 1 A Shareholder may surrender any Share

19 1 1 in respect of which the Directors may issue a notice of intended forfeiture,

19 1 2 which the Directors may forfeit, or

19 1 3 which has been forfeited

19 2 The Directors may accept the surrender of any such Share

19 3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share

19 4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

20 PROCEEDINGS AT GENERAL MEETINGS

20 1 No business other than the appointment of the chairman of the meeting shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. In default of a quorum within one hour after the time appointed for the meeting or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn the meeting to such time (not being earlier than 7 days from the date of the original meeting) and place as the chairman of the meeting may determine. If there is no quorum at the adjourned meeting within one hour after the time appointed for the meeting, the meeting shall again be adjourned as aforesaid. If there is no quorum at the further adjourned meeting within one hour after the time appointed for the meeting the Shareholder or Shareholders present, whatever their number and the class or classes of shares held by them shall constitute a quorum.

- 20 2 Subject to Article 20 1 the quorum at any general meeting (and at any adjourned general meeting) shall be two (2) Shareholders present in person or by proxy or, being a corporation, by a duly authorised representative
- 20 3 Articles 41(1) and 41(4) of the Model Articles shall not apply
- 20 4 At any general meeting a poll may be demanded by any Shareholder present in person or by proxy or, being a corporation, by a duly authorised representative and Article 44(2) of the Model Articles shall be varied accordingly
- 20 5 In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not have a second or casting vote

21 NUMBER OF DIRECTORS

The number of Directors shall not be less than one (1)

22 ALTERNATE DIRECTORS

Any Director (other than an Alternate Director) (the '**Appointor**') may appoint any person willing to act to be an Alternate Director to exercise that Director's powers and carry out his responsibilities in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor. The Appointor may remove from office an Alternate Director appointed by him. Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor or in any other manner approved by the Directors.

23 DELEGATION OF DIRECTORS' POWERS

- 23 1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them
- 23 1 1 to such person,
 - 23 1 2 by such means (including by power of attorney),
 - 23 1 3 to such an extent,
 - 23 1 4 in relation to such matters or territories, and
 - 23 1 5 on such terms and conditions,
- as they think fit
- 23 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
- 23 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions
- 23 4 The Directors may also entrust to and confer upon any Director any of the powers exercisable by them
- 23 5 Article 5 of the Model Articles shall not apply

24 DIRECTORS' GRATUITIES AND PENSIONS

The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any Director or former director or the relations, connections or dependants of any Director or former director. A Director or former director shall not be accountable to the Company or the Shareholders for any benefit of any kind conferred under or pursuant to this Article 24 and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. Article 19(5) of the Model Articles shall not apply.

25. PROCEEDINGS OF DIRECTORS

- 25 1 Questions arising at any meeting of the Directors shall be decided by a majority of votes of the Directors present (or their Alternates)
- 25 2 The chairman shall not have a second or casting vote (and Articles 4, 7, 8 and 13 of the Model Articles shall not apply)
- 25 3 A decision of the Directors may also 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. 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. A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such meeting
- 25 4 Subject to Articles 25 5 and Article 25 6, the quorum necessary for the transaction of the business of the Directors shall throughout the meeting be two (2) Directors. A person who holds office only as an Alternate Director shall, if the Director he has been appointed to represent is not present, be counted in the quorum. Article 11 of the Model Articles shall not apply
- 25 5 If there shall be no quorum at any meeting of the Directors within one hour after the time fixed for the meeting, the meeting shall be adjourned to such time (not being earlier than 7 days after the date of the original meeting) as the Director or Directors present at the meeting shall determine, or if none, shall be determined by the secretary. If there shall be no quorum within one hour after the time fixed for the adjourned meeting, the meeting shall be further adjourned as aforesaid. If there shall be no quorum within one hour after the time fixed for the further adjourned meeting within one hour after the time fixed for the meeting the Director or Directors present, whatever their number and their designations shall constitute a quorum
- 25 6 Where, pursuant to the 2006 Act or these Articles or otherwise, in relation to the matter being considered at the meeting of Directors, a Director cannot count towards the quorum, and if he votes, his vote will not be counted, the other Director or Directors present, whatever their number and their designations, shall constitute a quorum for the purposes of considering that matter
- 25 7 Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present
- 25 8 Unless in any particular case such requirement is waived in writing by all (but not some only) of the Directors then in office, not less than 7 days' prior notice must be given to each Director of any meeting of the Directors convened under or pursuant to these Articles. Notice of any meeting of the Directors may be given by electronic communication. It shall be necessary to give notice of a meeting to a Director who is absent from the United Kingdom at such Address as he shall have notified to the secretary. Articles 9(1), (3) and (4) of the Model Articles shall not apply
- 25 9 Any Shareholders together holding at least 5% of the issued share capital of the Company (by number of Shares held) may call a meeting of the Directors in accordance with the provisions of Section 303 of the Act

26 DIRECTORS' INTERESTS

- 26 1 Subject to the provisions of these Articles and the 2006 Act and provided a Director shall have disclosed his interest in accordance with the 2006 Act
- 26 1 1 a Director notwithstanding his office may be a party to, or otherwise interested in, any transaction, contract, arrangement or agreement with the Company or in which the Company is interested,
- 26 1 2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- 26 1 3 a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he does so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present

- 26 2 For the purpose of this Article 26, an interest of a person who is, for any purpose of the Act, connected with a Director (which shall, without limitation, include any person (or any other person connected with such person) who pursuant to any agreement in writing made between all the Shareholders for the time being shall have appointed or nominated such Director) shall be treated as an interest of the Director and, in relation to an Alternate Director, an interest of his Appointor shall be treated as an interest of the Alternate Director without prejudice to any interest which the Alternate Director has otherwise Articles 14(1)–(5) of the Model Articles shall not apply
- 26.3 A Director is not required, by reason of his office (or of the fiduciary relationship established by reason of him being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with any transaction, contract, arrangement or agreement disclosed under Article 25 1 and no such transaction, contract, arrangement or agreement will be liable to be set aside on such grounds

27 NOTICES

- 27 1 Any notice or other document (including a share certificate or other document of title) may be served on or delivered to any Shareholder by the Company either personally or by sending it through the post in a prepaid letter addressed to that Shareholder at his registered address as appearing in the register of Shareholders (whether or not that address is within the United Kingdom) and sent by first class post, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or (except for a share certificate or other document of title) by giving it using electronic communications to an Address notified to the Company for that purpose by the Shareholder, or by any other means, such as making such notice or other document available on a website provided such other means have been authorised in writing by the Shareholder concerned For the avoidance of doubt, the Company may send or supply a notice or other document or instrument by making it available on a website In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Shareholder is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof Any such notice or other document, if sent by first class post, shall be deemed to have been served or delivered 48 hours after it was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post Any such notice or other document sent by an electronic communication shall be deemed to have been served 48 hours after it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given or document sent In calculating a period of hours for the purposes of this Article, any part of a day that is not a working day shall be taken into account
- 27 2 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Shareholders other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company provided that any Shareholder may in writing waive notice of any meeting either prospectively or retrospectively and if he does so it shall be no objection to the validity of such meeting that notice was not given to him

28 INDEMNITY

- 28 1 Subject to Article 28 2, a Relevant Director, secretary, or other officer of the Company (excluding any auditor) or an Associated Company may be indemnified out of the Company's assets against
- 28 1 1 any liability incurred by such a person in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company,
- 28 1 2 any liability incurred by such a person 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), or
- 28 1 3 any other liability incurred by such a person as an officer of the Company or an Associated Company
- 28 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

29 INSURANCE

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director, secretary or other officer (excluding any auditor) in respect of any Relevant Loss