

THE COMPANIES ACTS 1985 & 1989

PRIVATE COMPANY LIMITED BY SHARES

MAWDSLEY-BROOKS & COMPANY LIMITED

Company No. 44701

ARTICLES OF ASSOCIATION

Amended by special resolution passed on 2 September 2021

INTERPRETATION

1. The regulations contained in Table A (as prescribed pursuant to Section 8 of the Companies Act 1985) in force at the date of adoption of these Articles shall not apply to the company but the regulations contained in the following clauses (as originally adopted or as from time to time altered by special resolution) shall be the Articles of Association of the company.

2. In these regulations:

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"Adjusted EBITDA" means adjusted earnings before interest, tax, depreciation and amortisation of the Group as determined by the Parent Board, acting reasonably, in accordance with clause 4 of each Restricted Share Agreement entered into in respect of the D Shares.

"Alternative Purchaser" means any person so designated by the Parent to a holder of D Shares.

"the articles" means the articles of the company.

"Bad Leaver" means a Leaver who is not a Good Leaver.

"Cash" means the aggregate amount of all

- (a) cash on hand;
- (b) cash standing to the credit of any account with a bank or other financial institution; and
- (c) cash equivalents,

in each case to which the Group is beneficially entitled as at the Measurement Date and as shown in the Relevant Accounts, calculated on a consolidated basis in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques adopted by the Group at the relevant time, as determined by the Parent Board, acting reasonably.

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

"Company" means Mawdsley-Brooks & Company Limited.

"Debt" means the aggregate amount of the borrowings or other financial indebtedness (including all accrued interest) owed by the Group, calculated on a consolidated basis, as at the Measurement Date and as shown in the Relevant Accounts as determined by the Parent Board, acting reasonably.

"Determined Equity Value" means:

- (a) the Adjusted EBITDA for the Relevant Accounts multiplied by the Specified Multiple; plus
- (b) the Net Debt Adjustment.

"the Directors" means the directors of the Company.

"D Share Value" has the meaning given to such term by article 9.

"equity shares" means the shares comprised in the equity share capital of the Company (as defined in section 744 of the Act).

"executed" includes any mode of execution.

"Financial Year" means a financial year of the Company.

"Good Leaver" means a Leaver who is deemed to be a Good Leaver at the total discretion of the Parent Board.

"Group" means Mawdsleys Group Investments Limited any subsidiary of Mawdsleys Group Investments Limited, any holding company of Mawdsleys Group Investments Limited and any subsidiary of such a holding company (with "subsidiary" and "holding company" having the meanings given by section 1159 of the Companies Act 2006).

"Hurdle" means, in respect of a D Share, such amount as is determined by the Parent Board at the time of issue and allotment of the relevant D Share and as confirmed in the Restricted Share Agreement entered into in respect of that D Share, as adjusted to deduct all dividends paid to shareholders of the Parent between the Specified Date and Relevant Date as defined in the Restricted Share Agreement entered into in respect of that D Share.

"Issue Date" such date as is determined by the Parent Board at the time of issue and allotment of the relevant D Shares and as confirmed in the Restricted Share Agreement entered into in respect of that D Shares.

"Issue Price" means, in respect of a D Share, such amount as is determined by the Parent Board at the time of issue and allotment of the relevant D Share and as confirmed in the Restricted Share Agreement entered into in respect of that D Share.

"Leaver" means in relation to a holder of D Shares who is an employee or director (or former employee or director) of a Group company, a person who ceases to be an employee or director of that Group company without taking up employment or directorship of another Group company.

"Listing" means:

- (a) both the admission of any of the Company's shares to the Official List of the Financial Services Authority becoming effective and the admission of any of the shares to trading on the LSE's market for listed securities; or
- (b) the admission to trading of any of the Company's shares of the Alternative Investment Market of the LSE becoming effective; or
- (c) the equivalent admission to trading to or permission to deal on any other Recognised Investment Exchange becoming effective in relation to any of the Company's shares.

"Market Value" means, in respect of a D Share, the fair market value of such share as determined by the Parent Board acting in good faith and in its sole discretion and taking into account where relevant the rights of the D Shares but ignoring any transfer restrictions that apply to such shares.

"Measurement Date" means the Relevant Date or such earlier date on which the Parent Board is required to determine the D Share Value in accordance with these Articles.

"Net Debt Adjustment" means Cash less Debt.

"office" means the registered office of the Company.

"Parent" means to the extent the Company remains within the Group, Mawdsleys Group Investments Limited.

"Parent Board" means the board of directors of the Parent.

"Parent Change in Control" means the acquisition whether by purchase, transfer, renunciation or otherwise) by any person (who is not at the date of adoption of these Articles a shareholder of the Parent in question and who is not a Group Company) of any interest in the equity share capital of that company if, upon completion of that acquisition, the acquiror, together with persons acting in concert or connected with him within the meaning of Section 1122 of the Corporation Tax Act 2010 or Section 993 of the Income Tax Act 2007 (save that there shall be deemed to be control for that purpose whenever either Section 1124 of the Corporation Tax Act 2010 or Section 995 of the Income Tax Act 2007 would so require) would hold more than 50 per cent in nominal value of such equity share capital.

"Put Option Period" means the period commencing on the date of a Put Trigger Event occurring and ending three months after the date of a Put Trigger Event occurring.

"Put Trigger Event" means:

- (a) 30 days after the approval by the Parent Board of the Relevant Accounts, or
- (b) a Parent Change of Control.

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

"Relevant Accounts" means the statutory audited accounts of the Group for the year ending on the Relevant Date or, where Adjusted EBITDA is required to be determined prior to the date of the Put Trigger Event, the most recent approved statutory audited accounts of the Group as at the Measurement Date.

"Relevant Date" such date as is determined by the Parent Board at the time of issue and allotment of the relevant D Shares and as confirmed in the Restricted Share Agreement entered into in respect of that D Share.

"Restricted Share Agreement" means an agreement entered into by (inter alia) the Company and the subscriber for D Shares (as the case may be) relating to the acquisition of such shares;

"the seal" means the common seal of the company.

"secretary" means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint. assistant or deputy secretary.

"Specified Date" such date as is determined by the Parent Board at the time of issue and allotment of the relevant D Share and as confirmed in the Restricted Share Agreement entered into in respect of that D Share.

"Specified Multiple" means, in respect of a D Share, such amount as is determined by the Parent Board at the time of issue and allotment of the relevant D Share and as confirmed in the Restricted Share Agreement entered into in respect of that D Share.

"Transfer" means the transfer of either or both of the legal and beneficial ownership in a share and/or the grant or disposal of an option, warrant or other right to acquire either or both of the legal and beneficial ownership in such share, and the following shall be deemed (but without limitation) to be a Transfer of a share:

- (a) any direction (by way of renunciation or otherwise) by a person entitled to an allotment or issue of a share that such share be allotted or issued to some person other than himself;
- (b) any sale or other disposition of any legal or equitable interest in a share (including any attached voting right) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
- (c) any grant or creation of an Encumbrance over any share; and
- (d) any agreement, whether or not subject to any conditions, to do any of the matters set out in paragraphs (a), (b) or (c) above.

(and "Transferred", "Transferor" and "Transferee" shall be construed accordingly);

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

SHARE CAPITAL

3. The share capital of the company shall be £3,143,045.62 divided into 554,880 ordinary shares of £1 each, 2,317,440 A Shares of £1 each, 264,800 B Shares of £1 each, 145,000 C Shares of 1p each and 447,562 D Shares of 1p each having the rights and restrictions set out in these Articles.

The representative rights of the holders of a particular class shall not be alterable without the written consent of the holders of not less than three quarters of the shares of such class from time to time in issue. Subject to any directions which may be given by a general meeting and to the other regulations of the company, the directors are authorised to allot the shares in the capital of the company for such consideration and upon such terms and with such rights or restrictions and at such times as the directors may determine, but so that;

- (a) the maximum number of shares that may be allotted by the directors shall be the total number of shares (including any created by an increase in the capital) which, at the time when the allotment is made, have not already been allotted;
- (b) this authority shall expire on the fifth anniversary of the day preceding the adoption of these articles by the company or on such other earlier date as the company may in general meeting properly resolve; provided always that this authority may be renewed in accordance with the provisions of the Act.

CAPITAL RIGHTS

4. On a return of assets on liquidation or otherwise (except on a redemption of shares of any class or the purchase by the company of its own shares) the assets of the company remaining after the payment of its liabilities ("the Surplus") shall be distributed as follows:

- (a) firstly, in respect of each C ordinary share, an amount equal to the amount unpaid (if any) on such share shall be distributed to the member holding such share;
 - (b) secondly, if any Surplus remains after the application of article 4(a) the holders of the D Shares shall be entitled to the D Share Value for each D Share at such time held;
 - (c) thirdly, if any Surplus Assets remain after the application of article 4(b) the remainder of the Surplus shall be distributed amongst the holders of ordinary shares, A Shares, B Shares and/or C Shares apportioned pro-rata according to the number of such shares held by such holders.
5. Upon a Sale (as defined below) (but conditional upon such Sale being completed), the aggregate amount of consideration which is attributable or can be reasonably attributed to all shares in the capital of the company on a Sale after payment of all indebtedness of the company required to be settled on the occurrence of the Sale ("the Proceeds") shall be distributed as follows:
- (a) firstly, the holders of the D Shares shall be entitled to the D Share Value for each D Share at such time held; and
 - (b) secondly, the remainder of the Proceeds shall be distributed amongst the members holding ordinary shares, A Shares, B Shares and C Shares apportioned pro-rata according to the number of such shares held by such holders.

For the purposes of the above, "Sale" means:

- (i) the making of an offer to purchase all of the share capital of the company which is accepted in relation to such percentage of such share capital as, when aggregated with such share capital, if any, already held by the offeror, will result in the offeror acquiring at least 90% in number of the equity shares; or
- (ii) the entering into of one or more agreements which will result in any person acquiring at least 90% in number of the equity shares.

LISTING

6. Notwithstanding any other provision of these articles, immediately prior to a Listing, all the shares shall be reorganised into one class of ordinary share on such basis as will entitle the holders of such shares to benefit from the economic effect of the Listing as if such event were a Share Sale for total sale proceeds that are deemed to be equal to the price per share (expressed in pounds sterling to the nearest penny) at which ordinary shares are proposed to be sold in connection with the Listing (in the case of an offer for sale, being the underwritten price (or, if applicable, the minimum tender price), and in the case of a placing being the placing price) multiplied by the total number of shares in issue immediately prior to the Listing (excluding any new ordinary shares that are issued on the Listing).

PUT OPTION

7. Upon a Put Trigger Event occurring:
- (a) the Parent Board shall within 5 Business Days of a Put Trigger Event occurring inform each holder of D Shares of the occurrence of the Put Trigger Event; and
 - (b) a holder of D Shares ("Exercising Shareholder") may at their discretion within the Put Option Period serve a notice in writing addressed to the Parent Board requiring the Parent to purchase, or procure the purchase by an Alternative Purchaser of, some or all of the D Shares then held by that Exercising Shareholder (the "Put Option Notice"). For the

avoidance of doubt, where the Parent is not able to lawfully undertake the purchase it shall be bound to procure the purchase by an Alternative Purchaser.

8. The purchase of the D Shares comprised in the Put Option Notice shall proceed on the basis set out at article 10 at a price per D Share equal to the D Share Value.
9. For the purposes of these Articles, "D Share Value" means, in respect of each D Share:
 - (a) to the extent that Determined Equity Value of the Group exceeds the Hurdle, the D Share Value shall be the Determined Equity Value less the Hurdle, divided by the number of equity shares at such time in issue; and
 - (b) to the extent that Determined Equity Value of the Group does not exceed the Hurdle, the D Share Value shall be the lower of the Issue Price and Market Value.
10. Upon the service of a Put Option Notice pursuant to article 7 (b), then the Parent Board shall determine a reasonably prompt timetable for the Parent (or an Alternative Purchaser, as the case may be) to make such purchase, such timetable not (otherwise than with the agreement of the Exercising Shareholder and the Company) to exceed 40 Business Days to completion from the date of service of the Put Option Notice under article 7 (b). All of the Shareholders shall adhere thereto and take all steps necessary (including passing any requisite shareholder resolutions and supplying any requisite written approvals) to give effect to such purchase in accordance with the Companies Act.
11. The Put Option shall lapse and cease to be exercisable upon the expiry of the Put Option Period.

CALL NOTICES

12. Subject to the Articles and the terms on which shares are allotted, the Directors may send a notice (a "Call Notice") to a shareholder requiring the shareholder to pay the Company a specified sum of money (a "Call") which is payable to the Company at the date when the Directors decide to send the Call Notice (the "Call Date").
13. A Call Notice:
 - (a) may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company;
 - (b) must state when and how any Call to which it relates is to be paid;
 - (c) may permit or require the Call to be made in instalments; and
 - (d) may not require a Shareholder to pay a Call in respect of a Share or shares to the extent that (or prior to any date on which) the relevant subscription agreement specifies that no Call shall be made.
14. A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before fourteen clear days (that is, excluding the date on which the notice is given and the date on which that fourteen day period expires) have passed since the notice was sent.
 - (a) Before the Company has received any Call due under a Call Notice the Directors may:
 - (i) revoke it wholly or in part; or
 - (ii) 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.

- (b) 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:
 - (i) on allotment;
 - (ii) on the occurrence of a particular event; or
 - (iii) on a date fixed by or in accordance with the terms of issue.

FORFEITURE

15. If a person is liable to pay a Call and fails to do so by the Call payment date:

- (a) the Directors may issue a notice of intended forfeiture to that person; and
- (b) 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. A notice of intended forfeiture:

- (a) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;
- (b) must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder;
- (c) must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that fourteen day period expires);
- (d) must state how the payment is to be made; and
- (e) 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. At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls, interest and expenses due in respect of it and on such other terms as they think fit.

ISSUE OF NEW SHARES

- 18. (a) Subject to any direction which may be given by a general meeting of the holders of all shares forming part of the original capital of the company (excluding D Shares) all new shares shall, before issue be offered to members of the company in proportion (excluding the holders of D Shares), as nearly as possible, to the number of shares held by them. The offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made, that he declines the shares comprised in such offer, the directors may dispose of those shares (subject to the other regulations of the company) in such manner as they think proper. The directors may likewise dispose of any such original or new shares as aforesaid which by reason of any difficulty in apportioning the same cannot be conveniently offered in accordance with the foregoing provisions.
- (b) In accordance with Section 91 (1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the company.

19. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles and shall be subject to such terms and manner of redemption as the company before the issue shall by special resolution determine.
20. The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
21. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

SHARE CERTIFICATES

22. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be signed by either two directors or by a director and the secretary and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates, and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
23. If a share certificate is defaced, worn-out lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

LIEN

24. The company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any person whether as sole holder or as one of two or more joint holders for all moneys presently payable by such shareholder or his estate. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable to the company by the shareholder.
25. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid. within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
26. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
27. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

TRANSFER OF SHARES

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

Permitted Transfers

29. The Directors shall refuse to register the Transfer of any D Share unless they are satisfied that such Transfer complies with article 30 and is a Permitted Transfer.
30. If, in relation to a Transfer of an D Share, the Transferor thereof is a party to one or more Restricted Share Agreement then:
- (i) the Transferee shall enter into a written undertaking (in such form as the Directors may prescribe) to be bound (to the same extent as the Transferor or to such other extent as the Parent Board may reasonably stipulate) by the provisions of such agreement; and
 - (ii) the Directors will decline to register the Transfer of, or to allot, any such D Share unless and until the Transferee has entered into such written undertaking.
31. A holder of D Shares shall be permitted at any time to Transfer an D Share where expressly permitted or required by these Articles or the relevant Restricted Share Agreement or otherwise with the consent of the Directors and Parent Board ("Permitted Transfer"). Where any D Share is transferred, the definitions of Hurdle and Relevant Date, shall, in relation to such share, remain those as determined by the Parent Board at the time of issue of the relevant D Share and stated in the relevant Restricted Share Agreement, regardless of whether such new holder of an D Share has entered into any agreement restating the same.
32. Except as provided in articles 29-31 inclusive above, no shares shall be transferred by any holder unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

Drag Along

33. Subject to the remaining provisions of this Article 33, if the holders of not less than 90% in number of the equity shares excluding the D Shares (the "Selling Members") shall receive a bona fide offer from a party not being a member or an associate (within the meaning of section 435 Insolvency Act 1986) of a member ("Third Party Purchaser") acting in good faith which they intend to accept to acquire all the shares held by the Selling Members, the Selling Members shall have the option (the "Drag Along Option") to require all the other members (the "Remaining Members") to transfer all their ordinary shares (the "Remaining Shares") to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 33 and, for the avoidance of doubt, the provisions of Articles 29 to 31 inclusive shall not apply to such proposed sale or transfer.
- (a) The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a "Drag Along Notice") to the Remaining Members at any time before the transfer of the Selling Members' shares to the Third-Party Purchaser. A Drag Along Notice shall specify that the Remaining Members are required to transfer all their Remaining Shares pursuant to this article 33 (a) to the Third Party Purchaser, the price at which the Remaining Shares are to be transferred (being not less than the price per share payable by the Third Party Purchaser in respect of the shares held by the Selling Members or, in the case of the D Shares, the D Share Value) (the "Drag Along Price") and the proposed date of transfer. A Drag Along Notice shall be irrevocable unless the Third-Party Purchaser refuses to acquire the Remaining Shares on the terms of this article 33.
 - (b) The Remaining Members shall be obliged to sell the Remaining Shares and completion of this sale and purchase shall take place on receipt of the consideration payable for the relevant

shares and on the same date as the date proposed for completion of the sale of the Selling Members' shares, unless:

- (i) all the Remaining Members and the Selling Members agree otherwise; or
 - (ii) the date is less than 28 days after the Drag Along Notice, in which case completion shall take place on the 28th day after the Drag Along Notice.
- (c) Each of the Remaining Members shall, on service of the Drag Along Notice, be deemed to have appointed each of the Selling Members severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Remaining Shares to the Third Party Purchaser pursuant to this article 33.

Tag Along

34. No sale or transfer or other disposition of 90% or more in number of the equity shares (the "Specified Shares") to a Third Party Purchaser (as defined in article 33) shall have any effect unless before the transfer is lodged for registration the Third Party Purchaser acquiring the Specified Shares has made a bona fide offer (a "Tag Along Offer") in accordance with this article 34 to purchase from the other members the ordinary shares which are not Specified Shares (the "Tag Along Shares").

- (a) A Tag Along Offer shall be in writing, shall specify the price at which the Tag Along Shares may be transferred (being the price payable by the third party purchaser in respect of each of the Specified Shares or, in the case of the D Shares, the D Share Value), shall be open for acceptance for at least 21 days and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance. The consideration payable pursuant to a Tag Along Offer shall be settled in full on completion of the sale and purchase of the Tag Along and within 30 days of the date of the offer.
- (b) Following the acceptance of a Tag Along Offer by a holder of any Tag Along Shares, that member shall be obliged to sell the Tag Along Shares held by it to the third party purchaser at the price specified in the Tag Along Offer and completion of this sale and purchase shall take place on the same date as the date of completion of the sale of the Specified Shares.
- (c) Each holder of Tag Along Shares who accepts a Tag Along Offer shall be deemed to have appointed each holder of Specified Shares severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Tag Along Shares held by such Member to the third party purchaser pursuant to this article 34.

ALTERATION OF SHARE CAPITAL

35. The company may by ordinary resolution:

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and

- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed' to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

36. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

37. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

PURCHASE OF OWN SHARES

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

GENERAL MEETINGS

39. All general meetings other than annual general meetings shall be called extraordinary general meetings.

40. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

NOTICE OF GENERAL MEETINGS

41. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent, in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

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

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

PROCEEDINGS AT GENERAL MEETINGS

43. No business shall be transacted at any meeting unless a quorum is present. The holders of not less than one fifth of the issued share capital of the company from time to time entitled to vote upon the business to be transacted or their proxy or their duly authorised representative if a corporation, shall be a quorum.
44. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
45. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
46. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
47. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.
48. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to be given any such notice.
49. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (a) by the chairman; or
 - (b) by at least two members having the right to vote at the meeting; or
 - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right; and a demand by a person as proxy for a member shall be the same as a demand by the member.
50. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

51. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
52. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
53. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
54. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
55. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

56. (a) Each holder of ordinary shares, A Shares, B Shares and/or C Shares shall be entitled to receive notice of and shall be entitled to attend either in person or by proxy any general meeting of the company.
- (b) Each holder of ordinary shares, A Shares, B Shares shall be able to vote at any general meeting of the company
- (c) C Shares shall not entitle the holders thereof to vote at any general meeting of the company.
- (d) D Shares shall not entitle the holders thereof to receive notice of, attend or vote at any general meeting of the company.

NUMBER OF DIRECTORS

57. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than one nor subject to any maximum.

ALTERNATE DIRECTORS

58. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
59. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

60. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
61. An appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.
62. Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS OF DIRECTORS

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

DELEGATION OF DIRECTORS' POWERS

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

APPOINTMENT OF DIRECTORS

66. The company may by ordinary resolution appoint a person, who is willing to act to be a director either to fill a vacancy or as an additional director.
67. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these articles as the maximum number of directors.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

68. The office of a director shall be vacated if
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or

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

REMUNERATION OF DIRECTORS

69. The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

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

DIRECTORS' APPOINTMENTS AND INTERESTS

71. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.
72. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or

from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

73. For the purposes of regulation 81.

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

DIRECTORS' GRATUITIES AND PENSIONS

74. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

75. Subject to the provisions of the articles, the directors, may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall not have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
76. The Quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted as the Quorum.
77. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
78. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
79. A director may vote at any meeting of directors or any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

TELEPHONE BOARD MEETINGS

80. One or more of the directors may participate in a meeting of the board of directors or of a committee of the board by means of telephone or other electronic communications equipment permitting the directors so participating to hear and be heard by all the other directors attending or participating in such meeting and each director so participating shall be deemed to be present at such meeting. Subject to the provisions of these articles, a meeting of the board or of a committee of the board shall be deemed to have been held notwithstanding the fact that all the directors participating therein participated by means of telephone or other electronic communications equipment and that no two participating directors were present in the same place.

SECRETARY

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

MINUTES

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

THE SEAL

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

DIVIDENDS

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

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

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

ACCOUNTS

92. No member shall (as such) have any right of inspecting any accounting records or other books or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

CAPITALISATION OF PROFITS

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

- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

NOTICES

- 94. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 95. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.
- 96. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to be received notice of the meeting and, where requisite, of the purposes for which it was called.
- 97. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 98. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 99. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

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

INDEMNITY

- 101. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled;
 - (a) Every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted

or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

- (b) The directors shall have power to purchase and maintain for any director or officer of the company insurance against any such liability as is referred to in section 310(i) of the Act.

BORROWING POWERS

- 102. Subject as provided herein, the directors may exercise all the powers of the company to raise or borrow money and to mortgage or charge its undertaking, property and assets both present and future (including uncalled capital) and, subject to section 80 of the Act, to issue debentures, stock or other securities whether outright or as collateral security for any debt, liability or obligation of the company or any third party.
- 103. Notwithstanding the foregoing no lender or other person dealing with the company shall be concerned to see or inquire whether the limit imposed by this article is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

THE COMPANIES ACTS 1985 & 1989