

Company Number: 00333188

**CLUGSTON GROUP LIMITED**  
**("Company")**

**PRIVATE COMPANY LIMITED BY SHARES**

**RESOLUTIONS**

**(passed on 28 June 2018)**

At an annual general meeting of the above named Company duly convened and held at the offices of the Company at St Vincent House, Normanby Road, Scunthorpe, North Lincolnshire, DN15 8QT on 28 June 2018 at 12.00 pm, resolutions 1 to 6 (inclusive) were duly passed as ordinary resolutions and resolutions 7 to 9 (inclusive) were duly passed as special resolutions:

**ORDINARY RESOLUTIONS**

6. **THAT**, in accordance with section 551 of the Companies Act 2006 ("**Act**"), the directors be generally and unconditionally authorised to exercise all and any powers of the Company to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company ("**Rights**") up to an aggregate nominal amount of £247,631 (exclusive of the shares in issue at the date this resolution is passed) provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the conclusion of the next annual general meeting of the Company save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the directors may allot shares or grant Rights in pursuance of that offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This authority is in substitution for all previous authorities conferred on the directors in accordance with section 551 of the Act (which to the extent unused at the date of this resolution, are revoked with immediate effect but without prejudice to any allotment of shares or grant of Rights already made or offered or agreed to be made pursuant to such previous authorities).

**SPECIAL RESOLUTIONS**

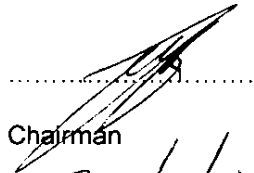
7. **THAT** subject to the passing of resolution 6 and in accordance with section 570 of the Act, the directors be and are generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 6, as if section 561 of the Act did not apply to any such allotment, provided that this power shall:

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COMPANIES HOUSE

- (a) be limited to the allotment of equity securities up to an aggregate nominal amount of £74,289 (exclusive of the equity securities in issue at the date this resolution is passed); and
  - (b) expire on the conclusion of the next annual general meeting of the Company (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.
8. That the Company's existing articles of association (the "**Existing Articles**") be amended by deleting all the provisions of the Company's memorandum of association which, by virtue of section 28 of the Act, are to be treated as provisions of the Existing Articles.
9. That the articles of association attached to this notice ("**New Articles**") be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

  
.....  
Chairman  
Date: 28/6/18



**Company Number: 00333188**

**ARTICLES OF ASSOCIATION OF  
CLUGSTON GROUP LIMITED  
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 28 JUNE 2018)**

**DWF LLP  
Bridgewater Place  
Water Lane  
Leeds  
LS11 5DY**

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Company Number: 00333188

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

(Adopted by Special Resolution passed on 28 June 2018)

**1. Definitions and interpretation**

1.1 The definitions set out in this Article 1.1 apply in these Articles:

<b>"Acceptance Period"</b>	has the meaning given in Article 41.6.1.2;
<b>"Act"</b>	the Companies Act 2006;
<b>"Allocated Person"</b>	has the meaning given in Article 41.9.1;
<b>"Alternate"</b>	has the meaning given in Article 27.1;
<b>"Appointor"</b>	has the meaning given in Article 27.1;
<b>"Articles"</b>	these articles of association as amended from time to time;
<b>"Auditors"</b>	the auditors of the Company from time to time;
<b>"Authorisation"</b>	has the meaning given in Article 16.2;
<b>"Authorised Person"</b>	(a) any Director; (b) the company secretary (if any); or (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied;
<b>"Capitalised Sum"</b>	has the meaning given in Article 53.1.2;
<b>"Chairman"</b>	the chairman of the Company from time to time;
<b>"Chairman of the Meeting"</b>	the person chairing the relevant general meeting in accordance with Article 56.1;
<b>"Clugston Family"</b>	means any Family Member of John Westland Antony Clugston and any Family Trust of which any such Family Member is a beneficiary;
<b>"Clugston Family Majority"</b>	means the Clugston Family Shareholder(s) who, at the relevant time, hold more than 50% in nominal value of

	the Shares held by the Clugston Family from time to time;
<b>"Company"</b>	Clugston Group Limited (company number: 00333188);
<b>"Completion"</b>	completion of the sale of the relevant Sale Shares in accordance with these articles;
<b>"Compulsory Transfer Event"</b>	in relation to any Corporate Shareholder: <ul style="list-style-type: none"> <li>(a) the passing of a resolution for the liquidation of that Corporate Shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of that Corporate Shareholder and/or all or part of its Shareholder Group;</li> <li>(b) the presentation at court by any competent person of a petition for the winding up of that Corporate Shareholder and which has not been withdrawn or dismissed within seven days of such presentation;</li> <li>(c) the issue at court by any competent person of a notice of intention to appoint an administrator to that Corporate Shareholder, a notice of appointment of an administrator to that Corporate Shareholder or an application for an administration order in respect of that Corporate Shareholder;</li> <li>(d) any step being taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of that Corporate Shareholder;</li> <li>(e) that Corporate Shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986;</li> <li>(f) that Corporate Shareholder entering into a composition or arrangement with any of its creditors;</li> <li>(g) any chargor taking any step to enforce any charge created over any Shares of which that Corporate Shareholder is the Holder (other than by the appointment of a receiver, administrative</li> </ul>

	receiver or manager);
	(h) a process having been instituted that could lead to that Corporate Shareholder being dissolved and its assets being distributed among its creditors, shareholders or other contributors; or
	(i) any event analogous to any of those referred to in any of (a) to (h) (inclusive) above occurs in respect of that Corporate Shareholder in any jurisdiction in which that Corporate Shareholder carries on business;
<b>"Conflict"</b>	has the meaning given in Article 16.1;
<b>"Conflicted Director"</b>	has the meaning given in Article 16.1;
<b>"Connected Person"</b>	a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010;
<b>"Control"</b>	<p>means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person (or persons):</p> <p>(a) by means of the holding of shares, or the possession of voting power, in or in relation to, that or any other body corporate; or</p> <p>(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate;</p> <p>and a <b>Change of Control</b> occurs if a person who controls any body corporate ceases to do so or if another person acquires control of it;</p>
<b>"Corporate Shareholder"</b>	a Shareholder which is a company;
<b>"Director"</b>	a director of the Company, including any person occupying the position of director, by whatever name called;
<b>"Distribution Recipient"</b>	<p>in relation to a Share in respect of which a dividend or other sum is payable:</p> <p>(a) the Holder of that Share;</p>



- (b) if that Share has two or more joint Holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to that Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree;

<b>"EBT"</b>	any employee benefit trust or other vehicle established by the Company from time to time for the benefit of any of the Company's and/or Group's employees;
<b>"Electronic Form"</b>	has the meaning given in section 1168 of the Act;
<b>"Eligible Directors"</b>	in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors' meeting;
<b>"Eligible Shareholders"</b>	each Shareholder who is a Shareholder at the Transfer Notice Date (excluding the relevant Seller and any other Shareholder who at any time before that date has given (or is deemed to have given) a current Transfer Notice in respect of any Share or who is bound under these articles to give a Transfer Notice in respect of any Share);
<b>"Expert"</b>	a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to the nomination for a period of seven days, nominated on the application of any of the parties concerned by the President for the time being of the Institute of Chartered Accountants in England and Wales. The parties concerned shall co-operate in relation to the nomination and subsequent appointment of the firm of chartered accountants and shall not unreasonably withhold their consent to the nomination or subsequent appointment, or the terms of engagement for the appointment, of the firm of chartered accountants. In the event that after nomination there is disagreement between the parties concerned as to the terms of engagement of the nominated firm of chartered accountants for a period of seven days, the Company is unconditionally and irrevocably authorised to appoint any person as agent of those parties to sign the latest version of those terms of engagement on behalf of those parties, who shall then

	be bound by those terms of engagement;
<b>"Fair Price"</b>	the price per Sale Share agreed between the relevant Seller and the Company or, failing such agreement, as determined by any Expert appointed by the Directors pursuant to Article 41.4;
<b>"Family Members"</b>	in relation to any Shareholder, that Shareholder's spouse and children (including grandchildren, step and adopted children) provided in each case they are at least 18 years old;
<b>"Family Trust"</b>	<p>in relation to a Shareholder, a trust:</p> <ul style="list-style-type: none"> <li>(a) of which that Shareholder is the settlor;</li> <li>(b) which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of: <ul style="list-style-type: none"> <li>(i) that Shareholder and/or a Family Member of that Shareholder; or</li> <li>(ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities); and</li> </ul> </li> <li>(c) under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees, that Shareholder or any Family Member of that Shareholder;</li> </ul> <p>and <b>"trust"</b> includes a trust arising under a settlement, or declaration of trust, <i>inter vivos</i> but excludes testamentary disposition or a trust arising on an intestacy;</p>
<b>"Fully Paid"</b>	in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company;
<b>"Group"</b>	(a) the Company;

	(b) any Subsidiary; and
	(c) any company of which the Company is a subsidiary from time to time (its holding company) or any other subsidiaries of any such holding company from time to time;
<b>"Group Company"</b>	any member of the Group;
<b>"Hard Copy Form"</b>	has the meaning given in section 1168 of the Act;
<b>"Holder"</b>	in relation to a Share, the person whose name is entered in the register of members as the holder of that Share from time to time;
<b>"Majority Decision"</b>	a majority decision taken at a Directors' meeting;
<b>"Ordinary Resolution"</b>	has the meaning given in section 282 of the Act;
<b>"Paid"</b>	paid or credited as paid;
<b>"Participate"</b>	has the meaning given in Article 11.1 and <b>"Participating"</b> shall be construed accordingly;
<b>"Persons Entitled"</b>	has the meaning given in Article 53.1.2;
<b>"Proxy Notice"</b>	has the meaning given in Article 60.1;
<b>"Proxy Notification Address"</b>	has the meaning given in Article 61.1;
<b>"Qualifying Person"</b>	<p>(a) an individual who is a Shareholder;</p> <p>(b) a person authorised under section 323 of the Act to act as the representative of a company in relation to the relevant general meeting; or</p> <p>(c) a person appointed as proxy of a Shareholder in relation to the relevant general meeting;</p>
<b>"Relevant Director"</b>	any director or former director of any Group Company;
<b>"Relevant Loss"</b>	any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees' share scheme of any Group Company;
<b>"Rump Sale Shares"</b>	has the meaning given in Article 41.6;
<b>"Sale Notice"</b>	has the meaning given in Article 41.9.2;

<b>"Sale Price"</b>	the price per Share at which the relevant Sale Shares are offered to the Clugston Family and/or relevant Eligible Shareholders;
<b>"Sale Shares"</b>	has the meaning given in Article 41.2.1;
<b>"secretary"</b>	the secretary of the Company or any other person appointed to perform any of the duties of the secretary of the Company including a joint, temporary, assistant or deputy secretary;
<b>"Seller"</b>	has the meaning given in Article 41.1;
<b>"Shareholder"</b>	a person who is the Holder of a Share;
<b>"Shareholder Authorisation"</b>	has the meaning given in Article 16.4;
<b>"Shareholder Consent"</b>	the prior consent in Writing of the Shareholder Majority;
<b>"Shareholder Group"</b>	in relation to a Corporate Shareholder: <ul style="list-style-type: none"> <li>(a) any company which is from time to time a subsidiary of that Corporate Shareholder; and</li> <li>(b) any company of which that Corporate Shareholder is a subsidiary from time to time (its holding company) and any other subsidiaries of any such holding company from time to time;</li> </ul>
<b>"Shareholder Majority"</b>	the Shareholder(s) who, at the relevant time, hold at least 75% of the aggregate number of votes which may be cast on a poll at a general meeting of the Company at that time;
<b>"Shares"</b>	shares in the Company;
<b>"Special Resolution"</b>	has the meaning given in section 283 of the Act;
<b>"Subsidiary"</b>	any company which is a subsidiary of the Company from time to time;
<b>"Third Party Purchaser"</b>	any person who is not a Shareholder or a Connected Person of a Shareholder;
<b>"Total Sale Condition"</b>	has the meaning given in Article 41.2.4;
<b>"Transaction"</b>	has the meaning given in Article 17.1;
<b>"Transaction Director"</b>	has the meaning given in Article 17.1;
<b>"Transfer Form"</b>	an instrument of transfer of Shares in any usual form or

in any other form approved by the Directors, which is executed by or on behalf of the transferor;

<b>"Transfer Notice"</b>	has the meaning given in Article 41.1;
<b>"Transfer Notice Date"</b>	the date of the relevant Transfer Notice;
<b>"Transfer Offer Notice"</b>	has the meaning given in Article 41.6;
<b>"Transfer Proportions"</b>	in relation to the relevant Eligible Shareholders, in proportion (as nearly as possible without involving fractions) to the nominal value of the Shares held by them respectively at the Transfer Notice Date;
<b>"Transmittee"</b>	a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;
<b>"Unanimous Decision"</b>	has the meaning given in Article 9.1;
<b>"Unsold Shares"</b>	has the meaning given in Article 41.13.2;
<b>"Unsold Shares Notice"</b>	has the meaning given in Article 41.13;
<b>"Writing"</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 The rules of interpretation set out in Articles 1.3 to 1.8 (inclusive) apply in these Articles.

1.3 A reference to:

1.3.1 a **"person"** includes a reference to:

1.3.1.1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situate; and

1.3.1.2 that person's legal personal representatives, trustees in bankruptcy and successors;

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

1.3.3 a **"document"** includes, unless otherwise specified, any document sent or supplied in Electronic Form; and

1.3.4 a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.4 Unless the context otherwise requires:
- 1.4.1 words denoting the singular shall include the plural and vice versa;
  - 1.4.2 words denoting a gender shall include all genders; and
  - 1.4.3 references to (or to any specified provision of) these Articles or any other document shall be construed as references to these Articles, that provision or that document as in force and as amended from time to time.
- 1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of these Articles) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.
- 1.6 Unless the context otherwise requires, words or expressions used in these Articles shall have the same meaning as in the Act.
- 1.7 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A reference to an "**Article**" is to an article of these Articles.

**2. Model articles shall not apply**

Neither the model articles for private companies limited by shares prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

**3. Liability of members**

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

**4. Directors' general authority**

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

**5. Directors may delegate**

5.1 Subject to the other provisions of these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);

- 5.1.3 to such an extent;
  - 5.1.4 in relation to such matters or territories; and
  - 5.1.5 on such terms and/or conditions;
- as they think fit.

5.2 If the Directors so specify, any delegation pursuant to Article 5.1 may authorise further delegation of the Directors' powers by any person to whom they are delegated.

5.3 The Directors may at any time revoke any delegation made pursuant to Article 5.1 in whole or part, or alter its terms and/or conditions.

## 6. **Committees of Directors**

6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of these Articles which govern the taking of decisions by Directors, save that the quorum for any meetings of such committees shall be two.

6.2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these Articles if they are not consistent with them.

## 7. **Borrowing Powers**

7.1 For the purposes of this article:

7.1.1 **"Adjusted Capital and Reserves"** means a sum equal to the aggregate, as shown by the relevant balance sheet, of the amount paid up or credited or deemed to be paid up on the issued or allotted share capital of the Company and the amount standing to the credit of the reserves (including, without limitation, the profit and loss account and any share premium account or capital redemption reserve) of the Company and its subsidiary undertakings included in the consolidation in the relevant balance sheet but after:

7.1.1.1 making such adjustment as may be appropriate to reflect the profit or loss of the Company since the relevant balance sheet;

7.1.1.2 excluding any amount set aside for taxation (including any deferred taxation) or any amounts attributable to outside shareholders in subsidiary undertakings of the Company;

7.1.1.3 making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital and or any reserves (other than the profit and loss account) after the date of the relevant balance sheet. For this purpose, if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the

subscription monies paid for them (other than money to be paid more than six months after the allotment date) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional);

7.1.1.4 making such adjustments as may be appropriate in respect of any distribution declared, recommended, made or paid by the Company or its subsidiary undertakings (to the extent not attributable directly or indirectly to the Company) out of profits earned up to and including the date of the relevant balance sheet to the extent such distribution is not provided for in such balance sheet; and

7.1.1.5 making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiary undertakings (including a variation where an undertaking ceases to be a subsidiary undertaking) since the date of the relevant balance sheet.

7.1.2 "**minority proportion**" means a proportion equal to the proportion of the issued share capital of a partly-owned subsidiary undertaking which is not attributable to a member of the Group.

7.1.3 "**relevant balance sheet**" means the most recent audited consolidated balance sheet of the Group at the relevant time.

7.2 Subject as provided in these Articles, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

7.3 The board of Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (as regards the subsidiary undertakings, so far as by such exercise they can secure) that the aggregate of the amounts borrowed by the Group and remaining outstanding at any time (excluding intra-Group borrowings) shall not without the previous sanction of an ordinary resolution of the Company exceed an amount equal to three times the Adjusted Capital and Reserves of the Company.

7.4 Borrowings shall be deemed to include the following except in so far as otherwise taken into account:



- 7.4.1 the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary undertaking of the Company owned otherwise than by a member of the Group;
- 7.4.2 the nominal amount of any other issued and paid up share capital and the principal amount of any debentures or borrowed moneys which is not at the relevant time beneficially owned by a member of the Group, the redemption or repayment of which is the subject of a guarantee or indemnity by a member of the Group or which any member of the Group may be required to buy;
- 7.4.3 the principal amount of any debenture (whether secured or unsecured) of a member of the Group beneficially owned otherwise than by a member of the Group;
- 7.4.4 the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened by or on behalf of any member of the Group;
- 7.4.5 the minority proportion of moneys borrowed by a member of the Group and owing to a partly-owned subsidiary undertaking
- 7.5 Borrowings shall not include and shall be deemed not to include:
  - 7.5.1 borrowings incurred by any member of the Group for the purpose of repaying within six months of the borrowing the whole or any part (with or without premium) of any borrowings of that or other member of the Group then outstanding, pending their application for such purpose within such period; or
  - 7.5.2 the minority proportion of moneys borrowed by a partly owned subsidiary undertaking and not owing to another member of the Group.
- 7.6 No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or recipient of the security had, at the time the debt was incurred or security given, express notice that the said limit had been or would be exceeded.

## 8. **Directors to take decisions collectively**

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision.

## 9. **Unanimous Decisions**

- 9.1 A decision of the Directors is a unanimous decision (a "**Unanimous Decision**"):
  - 9.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and

9.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting.

9.2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing).

## 10. **Calling a Directors' meeting**

10.1 Any Director may call a Directors' meeting by giving reasonable notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any Directors' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

10.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.

10.3 Notice of a Directors' meeting must be given to each Director but need not be in Writing.

10.4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

## 11. **Participation in Directors' meetings**

11.1 Subject to the other provisions of these Articles, Directors participate ("**Participate**") in a Directors' meeting, or part of a Directors' meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).

11.2 If all the Directors Participating in a Directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11.3 Subject to Article 11.4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.

11.4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors

Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

**12. Quorum for Directors' meetings**

12.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for Directors' meetings is three.

12.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

12.3.1 to appoint further Directors; or

12.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

**13. Voting at Directors' meetings**

Subject to the other provisions of these Articles, each Director Participating in a Directors' meeting has one vote on each proposed resolution.

**14. Chairing of Directors' meetings**

14.1 The Directors may appoint a Director to be the Chairman.

14.2 The Directors may terminate the Chairman's appointment at any time.

14.3 If the Chairman is not Participating in a Directors' meeting within 30 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

**15. Chairman's casting vote**

15.1 Subject to Article 15.2, if at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) has a casting vote.

15.2 The Chairman (or other Director chairing the meeting) shall not have a casting vote if, in accordance with these Articles, he is not entitled to vote (or his vote would not be counted) or count in the quorum at the relevant meeting (or part of that meeting).

**16. Situational conflicts of interest**

16.1 Subject to the other provisions of these Articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 16, authorise any matter which would, if not authorised, result in a Director (the "**Conflicted Director**") being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict**").

- 16.2 An authorisation given under Article 16.1 (an "**Authorisation**") (and any subsequent variation or termination of that Authorisation) will only be effective if:
- 16.2.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and
  - 16.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.
- 16.3 The Directors may at any time:
- 16.3.1 make any Authorisation subject to such terms and conditions as they think fit; and
  - 16.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).
- 16.4 The Shareholders may also authorise a Conflict by Ordinary Resolution (a "**Shareholder Authorisation**") and may at any time, by Ordinary Resolution:
- 16.4.1 make any Shareholder Authorisation subject to such terms and conditions as they think fit; and
  - 16.4.2 vary or terminate any Shareholder Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Shareholder Authorisation before any such variation or termination).
- 16.5 If the Conflicted Director receives an Authorisation or Shareholder Authorisation in respect of a Conflict then (unless that Authorisation or Shareholder Authorisation provides otherwise) the Conflicted Director:
- 16.5.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;
  - 16.5.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;
  - 16.5.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and

16.5.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

16.6 The Shareholders hereby authorise any Conflict which arises solely by virtue of any Director also being a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the Group and the provisions of Article 16.5 shall apply to any such Director as if he had received a Shareholder Authorisation with no conditions attaching to it.

**17. Transactional conflicts of interest**

17.1 If a Director (the "**Transaction Director**") is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the "**Transaction**") he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

17.2 Subject to the provisions of the Act, Article 17.1 and the terms of any relevant Authorisation or Shareholder Authorisation, the Transaction Director:

17.2.1 may be a party to, or otherwise be interested in, the Transaction;

17.2.2 may vote at any Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of the Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

17.2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of the Transaction and the Transaction shall not be liable to be avoided on the ground of his interest.

**18. Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every Unanimous Decision and Majority Decision.

**19. Directors' discretion to make further rules**

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

**20. Number of Directors**

Unless and until otherwise determined by ordinary resolution of the Company, the Directors (other than alternate Directors) shall be not less than four in number but shall not be subject to a maximum.

**21. Life President**

The Directors shall be entitled to appoint a life president of the Company ("**Life President**"). A Life President so appointed shall be entitled to receive notice of all Directors' meetings and

general meetings of the Company and he shall have the right to attend and speak at such meetings.

**22. Methods of appointing Directors**

22.1 Any person who is willing to act as a Director and is permitted by law to do so, may be appointed to be a Director:

22.1.1 by Ordinary Resolution; or

22.1.2 by a decision of the Directors.

22.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmittree(s) of the last Shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in Writing to the Company, to appoint a natural person to be a Director.

22.3 For the purposes of Article 22.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

22.4 The Directors shall have power to appoint any person who is willing to act as a Director and is permitted by law to do so to be a Director, either to fill a casual vacancy or as an addition to the existing board of Directors pursuant to Article 22.1.2. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for election, but shall not be taken into account in determining the Directors who are to retire by rotation in accordance with Article 23, and unless so elected shall vacate office at the conclusion of such meeting.

**23. Retirement of Directors by rotation**

23.1 At the annual general meeting of the Company, one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the nearest number to but not less than one-third, shall retire from office and each Director shall retire from office at least once every three years. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.

23.2 Subject to these Articles, the Directors to retire by rotation at each annual general meeting shall be, so far as necessary to obtain the number required, firstly, any Director who wishes to retire and not offer himself for re-election and secondly, those Directors who have been longest in office since their last appointment or re-appointment. As between two or more Directors who have been in office an equal length of time, the Directors to retire shall, in default of agreement between them, be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board of Directors at the start of seven days before the notice convening the annual general meeting notwithstanding any change in the number or identity of the Directors after the time but before the close of the meeting.

23.3 A retiring Director shall be eligible for re-election. If he is not re-elected or deemed to be re-elected, he shall hold office until the meeting elects someone in his place or, if it does not do so, until the end of the meeting.

23.4 If the Company at the meeting at which a Director retires by rotation does not fill the vacancy, the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

**24. Termination of Director's appointment**

A person ceases to be a Director as soon as:

24.1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

24.2 a bankruptcy order is made against him;

24.3 a composition is made with his creditors generally in satisfaction of his debts;

24.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months and the other Directors resolve that his office be vacated;

24.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have and the other Directors resolve that his office be vacated;

24.6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms;

24.7 he is absent, without permission of the Directors, from meetings of the Directors held during a period of six consecutive months, unless he shall have appointed an Alternate who has not been similarly absent during such period; or

24.8 he is requested in Writing by all his co-Directors to resign.

**25. Directors' remuneration**

25.1 Any Director may undertake any services for the Company that the Directors decide.

25.2 A Director is entitled to such remuneration as the Directors determine:

25.2.1 for his services to the Company as a Director; and

25.2.2 for any other service which he undertakes for the Company.

25.3 Subject to the other provisions of these Articles, a Director's remuneration may:

25.3.1 take any form; and

25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

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

25.5 Unless the Directors decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other company in which the Company is interested.

26. **Directors' expenses**

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at:

26.1 Directors' meetings or meetings of committees of Directors;

26.2 general meetings; or

26.3 separate meetings of the Holders of any class of Shares or of the holders of any debentures of the Company;

or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company.

27. **Appointment and removal of Alternates**

27.1 Any Director (the "**Appointor**") may appoint as an alternate director (an "**Alternate**") any other Director, or any other person approved by resolution of the Directors, to:

27.1.1 exercise the Appointor's powers; and

27.1.2 carry out the Appointor's responsibilities;

in the absence of the Appointor.

27.2 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.

27.3 The notice must:

27.3.1 identify the proposed Alternate; and

27.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Appointor.

27.4 A person may act as the Alternate of more than one Director.



**28. Rights and responsibilities of Alternates**

- 28.1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor.
- 28.2 Except as otherwise provided by these Articles, an Alternate:
- 28.2.1 is deemed for all purposes to be a Director;
  - 28.2.2 is liable for his own acts and omissions;
  - 28.2.3 is subject to the same restrictions as his Appointor; and
  - 28.2.4 is not deemed to be an agent of or for his Appointor.
- 28.3 Subject to the other provisions of these Articles, a person who is an Alternate but is not otherwise a Director:
- 28.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating);
  - 28.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating); and
  - 28.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision).
- 28.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting.
- 28.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who:
- 28.5.1 is not Participating in the relevant Directors' meeting; and
  - 28.5.2 would have been entitled to vote if that Appointor was Participating in it.
- 28.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as his Appointor may direct by notice in Writing made to the Company.

**29. Termination of appointment of Alternates**

An Alternate's appointment as an Alternate terminates:

- 29.1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate;
- 29.2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of his Appointor's appointment as a Director;

- 29.3 on the death of his Appointor; or
- 29.4 when his Appointor's appointment as a Director terminates.

30. **Secretary**

- 30.1 Subject to the Act, the secretary shall be appointed by the board of Directors for such term, at such remuneration and upon such conditions as it may think fit, and any secretary appointed by the board of Directors may at any time be removed by it.
- 30.2 Any provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

31. **Share Capital**

- 31.1 The share capital of the Company as at the date of the adoption of these Articles is £742,893 divided into 742,893 ordinary shares of £1 each.

32. **All Shares to be fully paid up**

- 32.1 Subject to Article 32.2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
- 32.2 Article 32.1 does not apply to the Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

33. **Redeemable Shares**

The Company may issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder.

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

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

35. **Share certificates**

- 35.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 35.2 Every certificate must specify:
  - 35.2.1 in respect of how many Shares, of what class, it is issued;
  - 35.2.2 the nominal value of those Shares;
  - 35.2.3 that the Shares are Fully Paid; and

35.2.4 any distinguishing numbers assigned to them.

35.3 No certificate may be issued in respect of Shares of more than one class.

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

35.5 Certificates must:

35.5.1 have affixed to them the Company's common seal; or

35.5.2 be otherwise executed in accordance with the Act.

**36. Replacement share certificates**

36.1 If a certificate issued in respect of a Shareholder's Shares is:

36.1.1 damaged or defaced; or

36.1.2 said to be lost, stolen or destroyed;

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

36.2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 36.1:

36.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

36.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

36.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

**37. Purchase of own Shares**

37.1 Subject to the provisions of the Act, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to an aggregate purchase price in a financial year of the lower of:

37.1.1 £15,000, or

37.1.2 the nominal value of 5% of its fully paid share capital as at the beginning of the financial year.

**38. Financial Assistance**

The Company may give financial assistance for the acquisition of Shares in the Company to the extent that it is not restricted by the Act.

**39. Share transfers: general**

- 39.1 The Directors shall only refuse to register a transfer of Shares if they are specifically required or authorised to do so by these articles. If the Directors do refuse to register a transfer of Shares, they must, as soon as practicable and in any event within two months of the date on which the relevant Transfer Form was lodged with the Company, return that Transfer Form to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 39.2 The Directors shall refuse to register any transfer of Shares made in contravention of the provisions of these articles.
- 39.3 Any transfer of Shares made or purported to be made in contravention of the provisions of these articles shall be of no effect.
- 39.4 Shares shall be transferred by means of a Transfer Form.
- 39.5 No fee may be charged for registering any Transfer Form or other document relating to or affecting the title to any Shares.
- 39.6 The Company may retain any Transfer Form which is registered.
- 39.7 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 39.8 Any transfer of Shares by way of sale required to be made under any of Articles 40 to 45 (inclusive) shall be deemed to include a warranty that the transferor sells those Shares with full title guarantee.

**40. Permitted Transfers**

**40.1 Permitted transfers to Family Members and Family Trusts**

Any Shareholder may at any time transfer any Shares held by him to any Family Member or to trustees to be held on a Family Trust provided that:

- 40.1.1 any Family Member and/or the trustees of any Family Trust to whom any Shares are transferred by a Shareholder pursuant to this Article 40.1 shall themselves be entitled to transfer those Shares pursuant to Article 40.2 but not pursuant to this Article 40.1;
- 40.1.2 if any Shares held by the trustees of a Family Trust of a Shareholder cease to be so held on a Family Trust (otherwise than in consequence of a transfer in accordance with Article 40.2) or there ceases to be any beneficiaries of that Family Trust other than a charity or charities, the trustees of that Family Trust shall immediately:
  - 40.1.2.1 notify the Company in Writing of that cessation; and

- 40.1.2.2 unless the Directors direct otherwise (which shall be in the Directors' absolute and unfettered discretion), transfer those Shares back to that Shareholder;
- 40.1.3 if a Family Member to whom any Shares have been transferred pursuant to this Article 40.1 or Article 40.2 ceases to be a Family Member of the relevant Shareholder:
  - 40.1.3.1 that former Family Member shall immediately notify the Company in Writing of that cessation; and
  - 40.1.3.2 unless the Directors direct otherwise (which shall be in the Directors' absolute and unfettered discretion), that former Family Member shall immediately transfer to that Shareholder any of those transferred Shares still held by that former Family Member (together with any other Shares that former Family Member holds which were obtained as a result of holding those transferred Shares);
- 40.1.4 if the trustees of a Family Trust or a former Family Member of a Shareholder fail to comply with Article 40.1.2.2 or Article 40.1.3.2 respectively, the Company:
  - 40.1.4.1 is unconditionally and irrevocably authorised to appoint any person as agent of those trustees or that former Family Member (as the case may be) to execute and deliver the required Transfer Form in their name and on their behalf (and to do such other things as are necessary to transfer the relevant Shares pursuant to this Article 40); and
  - 40.1.4.2 may (subject to that Transfer Form being stamped or duly certified) register the transfer;

and the validity of those proceedings shall not be questioned by any person.

#### **40.2 Permitted transfers by Family Members and Family Trusts**

- 40.2.1 A Family Member of a Shareholder who holds Shares which were transferred to that Family Member pursuant to Article 40.1 or this Article 40.2, may transfer any of those Shares (together with all or any Shares which were obtained as a result of holding those transferred Shares) to that Shareholder.
- 40.2.2 Where any Shares are held by trustees of a Family Trust of a Shareholder:
  - 40.2.2.1 on any change of trustees those Shares may be transferred to the new trustees of that Family Trust; and
  - 40.2.2.2 those Shares may be transferred at any time:
    - (a) to that Shareholder;

(b) to another Family Trust of that Shareholder; or

(c) to any Family Member of that Shareholder.

#### **40.3 Permitted transfers by Corporate Shareholders**

Any Corporate Shareholder may at any time transfer any Shares held by it to any company in its Shareholder Group provided that:

40.3.1 any member of a Shareholder Group to which any Shares are transferred by a Corporate Shareholder pursuant to this Article 40.3 shall itself be entitled to transfer those Shares pursuant to Article 40.4 but not pursuant to this Article 40.3;

40.3.2 if any member of a Shareholder Group to which any Shares have been transferred by a Corporate Shareholder pursuant to this Article 40.3 ceases to be member of that Corporate Shareholder's Shareholder Group:

40.3.2.1 that former member shall immediately notify the Company in Writing of that cessation; and

40.3.2.2 unless the Directors direct otherwise, that former member shall immediately transfer to that Corporate Shareholder any of those transferred Shares still held by that former member (together with any other Shares held by that former member which were obtained as a result of holding those transferred Shares);

40.3.3 if a former member of a Shareholder Group fails to comply with Article 40.3.2, the Company:

40.3.3.1 is unconditionally and irrevocably authorised to appoint any person as agent of that former member to execute and deliver the required Transfer Form in its name and on its behalf (and to do such other things as are necessary to transfer the relevant Shares pursuant to this Article 40); and

40.3.3.2 may (subject to that Transfer Form being stamped or duly certified) register the transfer;

and the validity of those proceedings shall not be questioned by any person.

#### **40.4 Change of Control of a Corporate Shareholder**

Unless otherwise determined by the Directors (which shall be in their absolute and unfettered discretion), if a Corporate Shareholder is subject to a Change of Control, it shall be deemed to have issued a Transfer Notice in respect of its entire holding of Shares on the date of the Change of Control.

**40.5 Permitted transfers by members of a Shareholder Group**

A member of a Shareholder Group to which Shares have been transferred by a Corporate Shareholder pursuant to Article 40.3 may transfer all or any of those Shares (together with all or any other Shares which were obtained as a result of holding those transferred Shares) to that Corporate Shareholder.

**40.6 Transfers to the Company**

Any Shareholder may at any time transfer any Shares to the Company in accordance with the Act and these articles.

**40.7 Transfers with Shareholder Consent**

Notwithstanding any other provisions of these articles, any transfer of Shares made with Shareholder Consent may be made without restriction.

**41. Voluntary Transfers**

41.1 Any Shareholder who wishes to transfer any Shares other than pursuant to Article 40 or Article 45 (the "**Seller**") shall give the Company notice in Writing (the "**Transfer Notice**"). Once given the Transfer Notice shall be irrevocable.

41.2 The Transfer Notice shall specify:

41.2.1 the number of Shares the Seller wishes to transfer (the "**Sale Shares**");

41.2.2 whether the Seller has received an offer from a third party for the Sale Shares and if so the identity of that third party and the price offered by that third party for the Sale Shares;

41.2.3 the price per share at which the Seller wishes to sell the Sale Shares; and

41.2.4 whether the Seller wishes to impose a condition that unless all the Sale Shares are sold none shall be sold (a "**Total Sale Condition**").

41.3 By giving the Transfer Notice, the Seller appoints the Company (acting by the Directors) as his agent with the power to sell the Sale Shares (with all rights attaching to them) in accordance with the provisions of these articles.

41.4 The Sale Price shall be the Fair Price. If the Company and the Seller are unable to agree on the Fair Price within 10 days of the Transfer Notice Date the Directors shall have the unfettered discretion to instruct an Expert to determine the Fair Price. If the Fair Price is to be determined by an Expert:

41.4.1 the Company shall immediately instruct the Expert to determine the Fair Price on the basis which, in the Expert's opinion, represents a fair price for the Sale Shares at the Transfer Notice Date as between a willing seller and a willing buyer and, in making that determination, the Expert shall have regard to the fact that the Sale Shares represent (if that is the case) a minority or majority interest in the share capital of the Company);

- 41.4.2 the Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply;
  - 41.4.3 the certificate of the Expert shall, in the absence of manifest error, be final and binding; and
  - 41.4.4 the Company shall procure that any certificate required pursuant to this Article 41.4 is obtained as soon as possible and the cost of obtaining that certificate shall be borne equally by the Company and the Seller unless the Expert directs otherwise.
- 41.5 Within seven days of the Sale Price being agreed or determined in accordance with these articles, the Directors shall direct the Company (in its capacity as agent for the Seller) to offer by notice in Writing such number of Sale Shares as they determine to:
- 41.5.1 the Clugston Family, pro rata to their respective holdings of Shares, unless the Clugston Family Majority determine otherwise, and then subject to the Clugston Family not taking up the full allocation of the Sale Shares;
  - 41.5.2 the Company (pursuant to the Act) and/or an EBT, allocated as the Directors may in their absolute and unfettered discretion determine.
- The manner and timing of communicating and accepting any offer and/or effecting any buyback of Shares pursuant to this Article 41.5 shall be at the Directors' absolute and unfettered discretion.
- 41.6 If there are any Sale Shares not allocated in accordance with Article 41.5, the Directors may in their absolute and unfettered discretion (but shall not be obliged to) direct the Company to give notice in Writing (the **"Transfer Offer Notice"**) to the Eligible Shareholders offering for sale the remaining Sale Shares (**"Rump Sale Shares"**) at the Sale Price. The Transfer Offer Notice shall specify:
- 41.6.1 that each Eligible Shareholder:
    - 41.6.1.1 is entitled to apply for some or all of the Rump Sale Shares; and
    - 41.6.1.2 shall, if he wishes to apply, have a period of 25 days from the date of the Transfer Offer Notice (the **"Acceptance Period"**) within which to deliver his application for Rump Sale Shares to the Company; and
  - 41.6.2 whether the Transfer Notice contained a Total Sale Condition.
- 41.7 Subject to Article 41.8, on the expiry of the Acceptance Period:
- 41.7.1 if the total number of Rump Sale Shares applied for is equal to or less than the total number of Rump Sale Shares, the Company:



- 41.7.1.1 shall allocate to each Eligible Shareholder the number of Rump Sale Shares he applied for; and
  - 41.7.1.2 may allocate any remaining Rump Sale Shares to itself (and it shall, subject to the Act, be entitled to acquire them); or
- 41.7.2 if the total number of Rump Sale Shares applied for is greater than the total number of Rump Sale Shares, the Company shall allocate:
  - 41.7.2.1 the Rump Sale Shares, in the Transfer Proportions, among the Eligible Shareholders who have applied for them (but without allocating to any Eligible Shareholder more Rump Sale Shares than he applied for); and
  - 41.7.2.2 any remaining Rump Sale Shares, in the Transfer Proportions, among those Eligible Shareholders whose applications for Rump Sale Shares have not yet been satisfied in full (but without allocating to any Eligible Shareholder more Rump Sale Shares than he applied for) and any remaining Rump Sale Shares shall be allocated by re-applying this Article 41.7.2.2.
- 41.8 If the Transfer Notice contained a Total Sale Condition the Company shall not allocate any of the Sale Shares pursuant to Article 41.5 or Article 41.7 unless all of the Sale Shares can be so allocated.
- 41.9 If any of the Rump Sale Shares are allocated by the Company pursuant to Article 41.7:
  - 41.9.1 the persons to whom they are allocated (each an **"Allocated Person"**) shall be bound to acquire the Rump Sale Shares allocated to them on the terms on which they were offered for sale; and
  - 41.9.2 the Company shall immediately on allocating any Rump Sale Shares give notice in Writing (each a **"Sale Notice"**) to the Seller and to each Allocated Person specifying:
    - 41.9.2.1 the number of Rump Sale Shares allocated to that Allocated Person and the aggregate price payable for those Rump Sale Shares; and
    - 41.9.2.2 the time, date and place of Completion (which shall be not less than seven and not more than 28 days after the date of the Sale Notices).
- 41.10 On Completion:
  - 41.10.1 each Allocated Person (other than the Company) or Clugston Family Member shall pay the Sale Price in respect of the relevant Sale Shares:
    - 41.10.1.1 to the Seller; or

- 41.10.1.2 if the Seller is not present at Completion, to the Company to be held on trust (without interest) for the Seller (and the receipt of the Company for the Sale Price shall be a good discharge to that Allocated Person or Clugston Family Member (who shall not be bound to see to the application of it));
- 41.10.2 if the Company is an Allocated Person or is buying back Shares under Article 41.5, it shall:
- 41.10.2.1 pay the Sale Price for the relevant Sale Shares to the Seller; or
- 41.10.2.2 if the Seller is not present at Completion, hold the Sale Price for the relevant Sale Shares on trust (without interest) for the Seller; and
- 41.10.3 the Seller shall transfer the relevant Sale Shares to the relevant Clugston Family Member, Allocated Person or to the Company (as the case may be) and deliver the relevant share certificates.
- 41.11 If the Seller defaults in transferring any Sale Shares pursuant to Article 41.10, the Company is unconditionally and irrevocably authorised to appoint any person as agent of the Seller to execute a Transfer Form for those Sale Shares in the name, and on behalf, of the Seller (and to do such other things as are necessary to transfer the relevant Sale Shares pursuant to this Article 41) and when that Transfer Form has been duly stamped:
- 41.11.1 where the transferee is Clugston Family Member or an Allocated Person (other than the Company), the Company shall cause that Allocated Person to become the Holder of those Sale Shares; or
- 41.11.2 where the transferee or Allocated Person is the Company, the Company shall cause those Sale Shares to be cancelled in accordance with the Act;
- and after that, the validity of the proceedings shall not be questioned by any person.
- 41.12 Any money held on trust by the Company for the Seller in respect of any Sale Shares shall only be released to the Seller on production of the relevant share certificates (or an appropriate indemnity for any lost share certificates) for the Sale Shares that have been transferred to Allocated Persons.
- 41.13 If the Sale Shares have not been acquired pursuant to Article 41.5 and/or the Company cannot allocate all of the Sale Shares pursuant to Article 41.7, the Company shall notify the Seller in Writing (the "**Unsold Shares Notice**") and the Company may (but shall not be obliged (which shall be in the Directors' absolute and unfettered discretion) to) state in that Unsold Shares Notice that the Seller may within three months of the date of the Unsold Shares Notice:
- 41.13.1 if the Transfer Notice contained a Total Sale Condition, sell all (but not some only) of the Sale Shares; or

41.13.2 if the Transfer Notice did not contain a Total Sale Condition, sell all or any of the Sale Shares that have not been allocated pursuant to Article 41.7 (the **"Unsold Shares"**);

to any person approved in Writing by the Directors (which shall be in the Directors' absolute and unfettered discretion) at any price per Share which is not less than the Sale Price. The Directors may require the Seller to satisfy them that any transfer of Shares pursuant to this Article 41.13 is in pursuance of a sale in good faith for the consideration stated in the transfer and if they are not satisfied they may refuse to register any relevant Transfer Form.

#### **42. Mandatory transfers**

42.1 Subject to Article 42.2, if any Shareholder:

42.1.1 being an individual:

42.1.1.1 dies; or

42.1.1.2 is declared bankrupt; or

42.1.2 being a Corporate Shareholder, is subject to a Compulsory Transfer Event,

he or it shall be deemed to have issued a Transfer Notice in respect of his or its entire holding of Shares on the date of his death, declaration of bankruptcy or Compulsory Transfer Event (as the case may be).

42.2 No Shareholder who dies shall be deemed to have issued a Transfer Notice in relation to any shares the Transmitttee of which is a Family Member.

#### **43. Transmission of Shares**

43.1 If title to a Share passes to a Transmitttee, the Company may only recognise that Transmitttee as having any title to that Share.

43.2 Subject to the other provisions of these articles, and pending any transfer of Shares to another person, a Transmitttee has the same rights as the Holder had, but, except as provided by Article 22.2, a Transmitttee does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmitttee becomes the Holder of those Shares.

#### **44. Transmitttees bound by prior notices**

If a notice is given to a Shareholder in respect of any Shares and a Transmitttee is entitled to those Shares, that Transmitttee is bound by the notice if it was given to that Shareholder before that Transmitttee's name has been entered in the register of members as Holder of those Shares.

45. **Drag Along**

- 45.1 If the Shareholder Majority want to transfer all their Shares (the "**Relevant Shares**") on arm's length terms and in good faith to a Third Party Purchaser they shall have the option (the "**Drag Option**") to require the other Shareholders (the "**Dragged Shareholders**") to transfer all their Shares (the "**Dragged Shares**") to the Third Party Purchaser with full title guarantee in accordance with this Article 45.
- 45.2 To exercise the Drag Option the Shareholder Majority shall give an irrevocable notice in Writing (the "**Drag Notice**") to the Dragged Shareholders. The Drag Notice shall specify:
- 45.2.1 that the Dragged Shareholders are required to transfer their Dragged Shares to the Third Party Purchaser;
- 45.2.2 the price receivable by the Shareholder Majority for the Relevant Shares (including details of any non-cash consideration (the "**Non-Cash Consideration**") receivable by the Shareholder Majority (or any of them) 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 the Relevant Shares (or any of them));
- 45.2.3 the price the Dragged Shareholders will receive for each Dragged Share (the "**Drag Price**") and details of how that price has been calculated;
- 45.2.4 the name of the Third Party Purchaser; and
- 45.2.5 the proposed date for completion of the transfer of the Relevant Shares and the Dragged Shares (which shall be at least seven days after the date of the Drag Notice).
- 45.3 The Drag Price shall be equal to the price per Relevant Share receivable by the Shareholder Majority (including the cash equivalent of the Non-Cash Consideration). Any dispute about the calculation of the Drag Price shall immediately be referred to an Expert (whose decision shall, in the absence of manifest error, be final and binding) and pending its determination neither the Relevant Shares nor the Dragged Shares shall be transferred to the Third Party Purchaser.
- 45.4 Unless the Shareholder Majority and the Dragged Shareholders agree otherwise, the transfer of the Relevant Shares and the Dragged Shares (including payment of the consideration) shall take place on the same day.
- 45.5 The Company is unconditionally and irrevocably authorised to appoint any person as agent of each Dragged Shareholder to execute the required Transfer Forms for the Dragged Shares in the name and on behalf of that Dragged Shareholder and to do such other things as are necessary to transfer the Dragged Shares pursuant to this Article 45.

- 45.6 The provisions of this Article 45 shall prevail over any contrary provisions of these articles. Any Transfer Notice or deemed Transfer Notice served in respect of any Shares shall automatically be revoked by the service of a Drag Notice.

**46. Procedure for declaring dividends**

- 46.1 The Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends.
- 46.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 46.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 46.4 Unless:
- 46.4.1 the Shareholders' resolution to declare, or Directors' decision to pay, a dividend; or
  - 46.4.2 the terms on which Shares are issued;
- specify otherwise, each dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 46.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 46.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 46.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

**47. Payment of dividends and other distributions**

Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:

- 47.1 transfer to a bank or building society account specified by the relevant Distribution Recipient either in Writing or as the Directors may otherwise decide;
- 47.2 sending a cheque made payable to the relevant Distribution Recipient by post to him at his registered address (if he is a Holder of the Share), or (in any other case) to an address specified by him either in Writing or as the Directors may otherwise decide;
- 47.3 sending a cheque made payable to such person by post to such person at such address as the relevant Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or

- 47.4 any other means of payment as the Directors agree with the relevant Distribution Recipient either in Writing or by such other means as the Directors decide.

48. **Scrip Dividends**

- 48.1 The Directors may, with the prior sanction of an Ordinary Resolution of the Company, offer any holders of, and any person entitled by transmission to Shares the right to elect to receive an allotment of new Shares ("**Scrip Shares**") credited as fully paid in lieu of the whole (or some part to be determined by the Directors) of a dividend specified by the Ordinary Resolution. Such Ordinary Resolution may give authority in relation to particular dividends or may extend to all dividends declared or paid in the period specified in the resolution. Such period may not be longer than the period to (and including) the date of the annual general meeting of the Company held in the fifth year that commences after the date of the resolution.
- 48.2 The entitlement of each Shareholder (or person entitled by transmission to hold Shares) to Scrip Shares shall be determined by the Directors and shall be such whole number of Scrip Shares as have equal value to, or as near as possible to (but not greater than) the cash amount (disregarding any associated tax credit) of the dividend that such holder would have received. The value of the Scrip Shares shall be such value as the Auditors (acting as experts not arbitrators) shall certify to be in their opinion the fair value of the Scrip Shares on the basis of a sale between a willing seller and a willing buyer ("**relevant value**"). A certificate by the Auditors as to the relevant value in respect of any dividend shall be conclusive evidence of that amount.
- 48.3 The Directors may specify a minimum number of Scrip Shares in respect of which the right of election granted by this article may be exercised. No fraction of any share shall be allotted. The Directors may make such provisions as they think fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any shareholder and such accruals or retentions are applied to the allotment (by reference to the aggregate net cash amount thereof or value equivalent to the sum of the aggregate net cash amount thereof together with any associated tax credit which it would have attracted if paid as a dividend) by way of inclusion in the calculation of the number of Scrip Shares or bonus to or a cash subscription on behalf of such shareholder of fully paid ordinary Shares.
- 48.4 If a holder of ordinary Shares has elected to receive Shares in place of a dividend, that dividend (or that part of the dividend in respect of which a right of election has been given) shall not be payable on ordinary Shares in respect of which the share election has been duly exercised and has not been revoked (the "**Elected Ordinary Shares**"). In place of such dividend, the following provisions shall apply:
- 48.4.1 such number of Scrip Shares as are calculated in accordance with Article 48.2 shall be allotted to the holders of the Elected Ordinary Shares;

48.4.2 the Scrip Shares shall be allotted as of the record date for the dividend in respect of which the right of election has been offered; and

48.4.3 the Scrip Shares allotted shall rank equally in all respects with the fully paid ordinary Shares then in issue save only as regards participation in the relevant dividend.

48.5 For the purposes of any dividend elected under this article 45, the Directors may capitalise out of such of the sums standing to the credit of any of the Company's reserve accounts (including but not limited to any share premium account and/or capital redemption reserve) or any of the profits available for distribution under the provisions of the Act and which could otherwise have been applied in paying dividends in cash as the Directors may determine, a sum equal to the aggregate nominal amount of the Scrip Shares and shall apply the same in paying up in full the appropriate number of Ordinary Shares for allotment and distribution credited as fully paid up to and amongst the holders of Ordinary Shares entitled to the same. A resolution of the Directors capitalising any part of such reserve account or profits shall have the same effect as if such capitalisation had been declared by Ordinary Resolution.

48.6 The Directors shall notify the Shareholders of any declaration or recommendation of a dividend and if they intend to offer an election of that dividend in accordance with this article 48 and shall make available or provide forms of election so that they may exercise the rights granted by the election in respect of the relevant dividend and in respect of future dividends not yet declared or resolved (and accordingly in respect of which the basis of allotment shall not have been determined) until such for of election is revoked in accordance with its terms.

48.7 Any Scrip Shares allotted pursuant to this article 48 shall be allotted as of the record date for the dividend in respect of which the right to election has been offered.

48.8 The Directors shall have the power to do all acts and things they consider necessary or expedient to give effect to this article.

**49. No interest on distributions**

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

49.1 the terms on which that Share was issued; or

49.2 the provisions of another agreement between the Holder of that Share and the Company.

**50. Unclaimed distributions**

50.1 All dividends or other sums which are:

50.1.1 payable in respect of Shares; and

50.1.2 unclaimed after having been declared or become payable;

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

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

50.3 If:

50.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

50.3.2 the relevant Distribution Recipient has not claimed it;

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

**51. Non-cash distributions**

51.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of that Share by transferring non-cash assets of equivalent value (including shares or other securities in any company).

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

51.2.1 fixing the value of any assets;

51.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

51.2.3 vesting any assets in trustees.

**52. Waiver of distributions**

Any Distribution Recipient may waive his entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect, but if:

52.1 that Share has more than one Holder; or

52.2 more than one person is entitled to that Share (whether by reason of the death or bankruptcy of one or more joint Holders or otherwise);

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

**53. Authority to capitalise and appropriation of Capitalised Sums**

53.1 Subject to the other provisions of these Articles, the Directors may, if they are so authorised by an Ordinary Resolution:



- 53.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- 53.1.2 appropriate any sum which they decide to capitalise in accordance with Article 53.1.1 (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions.
- 53.2 Capitalised Sums must be applied:
  - 53.2.1 on behalf of the Persons Entitled; and
  - 53.2.2 in the same proportions as a dividend would have been distributed to them.
- 53.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.
- 53.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.
- 53.5 Subject to the other provisions of these Articles, the Directors may:
  - 53.5.1 apply Capitalised Sums in accordance with Articles 53.3 and 53.4 partly in one way and partly in another;
  - 53.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 53 (including the issuing of fractional certificates or the making of cash payments); and
  - 53.5.3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 53.

#### 54. **General Meetings**

- 54.1 The Company shall hold an annual general meeting (within a period of not more than 15 months after the holding of the last preceding annual general meeting) which shall be convened by the Directors on at least 21 clear days' notice.
- 54.2 The Directors may call a general meeting whenever it thinks fit and, on the requisition of members in accordance with the Act, proceed to convene a general meeting.

#### 55. **Notice of General Meetings**

- 55.1 All general meetings of the Company (other than an annual general meeting which is subject to the provisions of article 54.1) shall be called by at least 14 clear days' notice in Writing. The notice shall specify:

- 55.1.1 if the meeting is an annual general meeting, that the meeting is an annual general meeting;
  - 55.1.2 the day, time and place of the meeting;
  - 55.1.3 the general nature of the business to be transacted;
  - 55.1.4 if the meeting is convened to consider a special resolution, the intention to propose the resolution as such; and
  - 55.1.5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, to speak and to vote instead of him and that a proxy need not also be a member.
- 55.2 Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting. Subject to the provisions of these Articles and to any rights or restrictions attached to any Shares, notices shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and auditors of the Company.
- 55.3 Subject to the provisions of these Articles, to the rights attaching to any class of shares and to any restriction imposed on any holder, notice of any general meeting shall be given to all members, the Directors and (in the case of an annual general meeting) the Auditors.
- 55.4 The accidental omission to send a notice of any meeting, or notice of a resolution to be moved at a meeting or (where forms of proxy are sent out with notices) to send a form of proxy with a notice or the failure to give notice due to circumstances beyond the Company's control to any person entitled to receive the same, or the non-receipt of a notice of any meeting or a form of proxy by such a person, shall not invalidate the proceedings at the meeting.
- 55.5 The Directors may postpone a general meeting if they deem it necessary to do so. Notice of such postponement shall be given in accordance with these Articles.

**56. Proceedings at general meetings**

- 56.1 No business shall be transacted at any general meeting unless a quorum is present but the absence of a quorum shall not preclude the choice or appointment of a chairman in accordance with these Articles (which shall not be treated as part of the business of the meeting). Subject to Article 56.2, two members present in person being either members or representatives (in the case of a corporate member) or proxies appointed by members in relation to the meeting and entitled to vote shall be a quorum for all purposes.
- 56.2 If within 30 minutes from the time fixed for a meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved and in any other case it shall stand

adjourned to the same day in the next week (or if such day is a public holiday, the next working day thereafter). At such adjourned meeting a quorum shall be two persons present in person being either members or representatives (in the case of a corporate member) or proxies appointed by members in relation to the meeting and entitled to vote. If within 15 minutes from the time fixed for holding an adjourned meeting a quorum is not present or if during an adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.

- 56.3 The chairman of the board of Directors or in his absence the deputy chairman (if any) shall preside as chairman at every general meeting of the Company. If there is no such chairman or deputy chairman or if at any meeting neither the chairman nor the deputy chairman is present within 15 minutes from the time fixed for holding the meeting or if neither is willing to act as chairman of the meeting, the Directors present shall choose one of their number. If no Director is present or if all the Directors present decline to take the chair, the members present in person or by proxy or by corporate representative and entitled to vote shall choose one of their number to be chairman of the meeting.
- 56.4 The chairman of a meeting at which a quorum is present may, without prejudice to any other power of adjournment which he may have under these Articles or at common law, with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting from time to time (or indefinitely) and from place to place. No business shall be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for an indefinite period, the time and place for the adjourned meeting shall be fixed by the board of Directors. Whenever a meeting is adjourned for 30 days or more or for an indefinite period, at least 7 clear days' notice, specifying the place, the day and the time of the adjourned meeting and the general nature of the business to be transacted, shall be given (in any manner in which notice of a meeting may lawfully be given from time to time). Save as provided in these Articles, it shall not otherwise be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 56.5 If it appears to the chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loudspeakers, audiovisual communication equipment or otherwise), whether in the meeting place or elsewhere, and to be heard and seen by all other persons so present in the same manner.
- 56.6 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands or on the withdrawal of any other due demand for a poll, a poll is duly

demand. Subject to the provisions of the Act and to the rights attaching to any class of shares, a poll may be demanded:

- 56.6.1 by the chairman of the meeting; or
  - 56.6.2 by at least two members present all of whom are either members or proxies or representatives (in the case of a corporate member) and entitled to vote on the resolution; or
  - 56.6.3 by any member or members present in person or by proxy or by representative (in the case of a corporate member) and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - 56.6.4 by a member or members present in person or by proxy or by representative (in the case of a corporate member) holding shares in the Company conferring a right to vote on the resolution, 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.
- 56.7 Unless a poll is so demanded, and the demand is not subsequently withdrawn, a declaration by the chairman of the meeting that a resolution has on a show of hands 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 minute book, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 56.8 Except as provided in Article 56.9, if a poll is duly demanded, it shall be taken where and in such manner as the chairman of the meeting may direct. The chairman may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of a poll shall be the decision of the meeting in respect of which it was demanded.
- 56.9 A poll demanded on the election of the chairman of a meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman of the meeting directs, but in any case not more than 28 days after the meeting at which the poll was demanded. Any business other than that upon which a poll has been demanded may be proceeded with pending the completion of the poll.

**57. Attendance and speaking by Directors and non-shareholders at general meetings**

- 57.1 Directors may attend and speak at general meetings whether or not they are Shareholders.
- 57.2 The Chairman of the Meeting may permit other persons who are not:
  - 57.2.1 Shareholders; or

57.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings;

to attend and speak at any general meeting.

**58. Voting at general meetings: general**

58.1 Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held the total number of votes a member present in person or (being a corporation) who is present by a duly authorised representative or a proxy for a member has on a show of hands one vote and on a poll shall have one vote for each share of which he is the holder, proxy or representative. On a poll, a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes in the same way

58.2 In the case of joint holders of a share the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.

58.3 A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court, and any such guardian, receiver, curator bonis or other person may, on a poll, vote by proxy provided that evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

58.4 No member shall, unless the Directors otherwise determine, be entitled to vote at any general meeting or at any separate general meeting of the holders of any class of shares in the Company unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

**59. Errors and disputes**

59.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.

59.2 Any objection pursuant to Article 59.1 must be referred to the Chairman of the Meeting, whose decision is final.

60. **Content of Proxy Notices**

- 60.1 Proxies may only validly be appointed by a notice in Writing (a **"Proxy Notice"**) which:
  - 60.1.1 states the name and address of the Shareholder appointing the proxy;
  - 60.1.2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed;
  - 60.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 60.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates.
- 60.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 60.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 60.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 60.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting; and
  - 60.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself.

61. **Delivery of Proxy Notices**

- 61.1 Any notice of a general meeting must specify the address or addresses (the **"Proxy Notification Address"**) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.
- 61.2 Subject to Articles 61.3 and 61.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 61.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 61.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:
  - 61.4.1 in accordance with Article 61.2; or

61.4.2 at the meeting at which the poll was demanded to the Chairman, company secretary or any Director.

61.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

61.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address.

61.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.

61.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf.

**62. Amendments to resolutions**

62.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

62.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine); and

62.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

62.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

62.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

62.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

62.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

**63. Means of communication to be used**

63.1 Subject to the other provisions of these Articles:

63.1.1 anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or

information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company;

63.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these Articles or the Act to be sent or supplied by the Company to any Shareholder available on a website; and

63.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

63.2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

63.3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company.

**64. Company seals**

64.1 Any common seal may only be used by the authority of the Directors but for the avoidance of doubt the Company shall not be obliged to keep, maintain or use a seal.

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

64.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

**65. No right to inspect accounts and other records**

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

**66. Directors' indemnity**

66.1 Subject to Article 66.2, a Relevant Director may be indemnified out of the Company's assets against:

66.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company;

66.1.2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act);

66.1.3 any other liability incurred by him as an officer of any Group Company.



66.2 Article 66.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

67. **Directors' insurance**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.