

Company No: 00926679



A08 *A8WPPZSH* #135
COMPANIES HOUSE

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
COPY WRITTEN RESOLUTIONS

of

FLUIDPOWER GROUP SERVICES UK LIMITED

("Company")

PASSED ON 13/12 2019

In accordance with the written resolution procedure in chapter 2 of part 13 of the Companies Act 2006, the following resolutions were duly passed on 13/12 2019 as ordinary and special resolutions as indicated below:

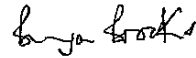
ORDINARY RESOLUTIONS

1. **That** the new class of B ordinary shares, with their class rights identified in the draft articles of association attached, be adopted to create a new class of B ordinary shares. Pursuant to section 551 of the Act, the directors be and are generally and unconditionally authorised to exercise all powers of the Company to allot shares in the Company up to an aggregate nominal value of £2.00 consisting of 2 B ordinary shares of £1.00 each having the rights set out in the articles of association to be adopted pursuant to Resolution 3 below, provided that (unless previously revoked, varied or renewed) this authority shall expire 5 years from the date hereof, but the Company may make an offer or agreement before this authority expires which would or might require shares to be allotted after this authority expires and the directors may allot shares pursuant to any such offer or agreement as if this authority had not expired.
2. **That** each of the 100 issued ordinary shares of £1.00 in the capital of the Company be and is hereby redesignated as an A ordinary share of £1.00 in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to Resolution 3.

SPECIAL RESOLUTIONS

3. **That** the draft articles of association in the form attached be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.
4. **That:**
- 4.1 subject to the passing of Resolution 1 and pursuant to section 570 of the Act, the directors be and are generally empowered to allot securities (within the meaning of section 560 of the Act) for cash pursuant to the authority granted by Resolution 1 up to an aggregate nominal amount of £2.00 as if section 561 of the Act did not apply to such allotment; and

- 4.2 (unless previously revoked, varied or renewed) this resolution shall expire 5 years from the date hereof, but the Company may make an offer or agreement before this resolution expires which would or might require equity securities to be allotted for cash after this resolution expires and the directors may allot equity securities for cash pursuant to any such offer or agreement as if this resolution had not expired.



.....
Director

Company No. 926679

**ARTICLES OF ASSOCIATION
OF
FLUIDPOWER GROUP SERVICES UK LIMITED**

Adopted by special resolution passed on

13/12

2019

UDR 100173491

bya book

Doc ID: 4a82287b9e668d85b682c4b09374a3a628e6c43d

INDEX

PART 1: PRELIMINARY AND LIMITATION OF LIABILITY	5
1. REGULATIONS AND ARTICLES NOT TO APPLY	5
2. DEFINED TERMS AND INTERPRETATION	5
3. LIABILITY OF MEMBERS	12
PART 2: OFFICERS	12
DIRECTORS' POWERS AND RESPONSIBILITIES	12
4. DIRECTORS' GENERAL AUTHORITY	12
5. SHAREHOLDERS' RESERVE POWER	12
6. DIRECTORS MAY DELEGATE	12
7. COMMITTEES	12
DECISION-MAKING BY DIRECTORS	13
8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY	13
9. DIRECTORS' WRITTEN RESOLUTIONS	13
10. UNANIMOUS DECISIONS	14
11. CALLING A DIRECTORS' MEETING	14
12. PARTICIPATION IN DIRECTORS' MEETINGS	14
13. QUORUM FOR DIRECTORS' MEETINGS	15
14. CHAIRING OF DIRECTORS' MEETINGS	15
15. VOTING AT DIRECTORS' MEETINGS	15
16. PARTICIPATING AND VOTING WHEN DIRECTOR INTERESTED	16
17. DIRECTORS' DISCRETION TO MAKE FURTHER RULES	16
18. RECORDS OF DIRECTORS' DECISIONS TO BE KEPT	17
DIRECTORS' INTERESTS	17
19. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	17
20. DIRECTORS' CONFLICTS OF INTEREST	17
21. ACCOUNTING FOR PROFIT WHEN INTERESTED	18
DIRECTORS' TERMS OF OFFICE	18
22. METHODS OF APPOINTING DIRECTORS	18
23. TERMINATION OF DIRECTOR'S APPOINTMENT	19
24. DIRECTORS' REMUNERATION	20
25. DIRECTORS' EXPENSES	20
ALTERNATE DIRECTORS	20
26. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	20
27. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	21
28. TERMINATION OF ALTERNATE DIRECTORSHIP	21

COMPANY SECRETARY	22
29. SECRETARY'S TERMS OF OFFICE	22
PART 3: SHARES AND DISTRIBUTIONS	22
SHARES	22
30. INCOME.....	22
31. CAPITAL.....	22
32. SHARE SALE	23
IN THE EVENT OF A SHARE SALE, EACH OF THE COMPANY AND SHAREHOLDERS SHALL (SO FAR AS LAWFUL AND POSSIBLE) EACH PROCURE THAT THE REALISATION VALUE SHALL BE PAYABLE TO THE A SHAREHOLDERS AND B SHAREHOLDERS IN THE SAME PROPORTIONS AS THEY ARE ENTITLED TO PARTICIPATE IN A RETURN OF CAPITAL ON A LIQUIDATION AS SET OUT IN ARTICLE 31.....	23
33. VOTING	23
34. ISSUE OF SHARES	23
35. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	23
36. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	23
37. SHARE CERTIFICATES.....	23
38. REPLACEMENT SHARE CERTIFICATES.....	24
39. COMPANY'S LIEN.....	24
40. ENFORCEMENT OF THE COMPANY'S LIEN	25
41. CALL NOTICES	26
42. LIABILITY TO PAY CALLS	26
43. WHEN CALL NOTICE NEED NOT BE ISSUED	27
44. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES	27
45. NOTICE OF INTENDED FORFEITURE	27
46. DIRECTORS' POWER TO FORFEIT SHARES.....	28
47. EFFECT OF FORFEITURE.....	28
48. PROCEDURE FOLLOWING FORFEITURE.....	29
49. SURRENDER OF SHARES	29
50. PERMITTED TRANSFERS	30
51. DETERMINATION OF "OC MARKET VALUE"	30
52. SETTLEMENTS OF DISPUTE AS TO VALUE ETC	31
53. COMPULSORY TRANSFERS.....	31
54. PUT OPTION AND CALL OPTION.....	32
55. CHANGE OF CONTROL	33
56. DRAG ALONG RIGHTS.....	33
57. B ORDINARY SHARES – ADDITIONAL CAP ON ENTITLEMENT	34

58.	SHARE TRANSFERS	35
59.	TRANSFER OF SHARES TO A SECURED INSTITUTION	35
60.	TRANSMISSION OF SHARES.....	36
61.	EXERCISE OF TRANSMITTEES' RIGHTS	36
62.	TRANSMITTEES BOUND BY PRIOR NOTICES	36
	DIVIDENDS AND OTHER DISTRIBUTIONS.....	37
63.	PROCEDURE FOR DECLARING DIVIDENDS	37
64.	CALCULATION OF DIVIDENDS	37
65.	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	37
66.	DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY.....	38
67.	NO INTEREST ON DISTRIBUTIONS.....	38
68.	UNCLAIMED DISTRIBUTIONS	38
69.	NON-CASH DISTRIBUTIONS.....	39
70.	WAIVER OF DISTRIBUTIONS	39
	CAPITALISATION OF PROFITS AND RESERVES	40
71.	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	40
72.	CAPITALISATION TO DEAL WITH FRACTIONS ARISING ON A CONSOLIDATION OF SHARES	41
	PART 4: DECISION-MAKING BY SHAREHOLDERS	41
	WRITTEN RESOLUTIONS	41
73.	WRITTEN RESOLUTIONS	41
	GENERAL MEETINGS.....	41
	ORGANISATION OF GENERAL MEETINGS	41
74.	CALLING GENERAL MEETINGS	41
75.	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	41
76.	QUORUM FOR GENERAL MEETINGS	42
77.	CHAIRING GENERAL MEETINGS	42
78.	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	42
79.	ADJOURNMENT.....	43
	VOTING AT GENERAL MEETINGS	43
80.	VOTING: GENERAL	43
81.	ERRORS AND DISPUTES.....	43
82.	POLL VOTES.....	44
83.	CONTENT OF PROXY NOTICES	44
84.	DELIVERY OF PROXY NOTICES	45
85.	CORPORATE REPRESENTATIVES	46

86.	NO VOTING OF SHARES ON WHICH MONEY DUE AND PAYABLE TO THE COMPANY.....	46
87.	AMENDMENTS TO RESOLUTIONS.....	46
PART 5: ADMINISTRATIVE ARRANGEMENTS		47
88.	EMPLOYMENT TAXES	47
89.	FORM OF NOTICE	47
90.	NOTICES TO THE COMPANY.....	47
91.	NOTICES TO SHAREHOLDERS AND TRANSMITTEES	48
92.	NOTICES TO DIRECTORS	48
93.	SERVICE OF NOTICES ON SHAREHOLDERS OR DIRECTORS.....	49
94.	COMPANY SEALS	49
95.	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	50
96.	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	50
DIRECTORS' INDEMNITY AND INSURANCE		50
97.	DIRECTORS' INDEMNITY AND INSURANCE	50

Company No. 926679

ARTICLES OF ASSOCIATION

OF

FLUIDPOWER GROUP SERVICES UK LIMITED ("Company")

(Adopted by special resolution passed on 13 / 12 2019)

PART 1: PRELIMINARY AND LIMITATION OF LIABILITY

1. Regulations and articles not to apply

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.

2. Defined terms and interpretation

2.1 In these articles, unless the context requires otherwise:

"A Share" means an A ordinary share of £1 in the capital of the Company;

"A Shareholder" means a holder of any A Shares;

"A Shareholder Majority" means the holder or holders of more than 50 per cent of the A Ordinary Shares from time to time;

"Act" means the Companies Act 2006;

"Adjusted OC EBIT" in relation to a Period shall be the OC EBIT for that Period after making adjustments to effect the following (together, **"Adjustments"**):

- (a) to ensure that the OC EBIT Statement is prepared using the accounting policies, principles, estimation techniques, measurement bases, practices and procedures used by the Company in the preparation of the audited financial statements of Orange County Limited up to 7 July 2017 on a consistent basis (to the extent that current accounting practice permits);
- (b) to exclude the effects of any revaluation of, or disposal of, fixed assets or investments of the Orange County Business so that the Adjusted OC EBIT relates only to the trade of the Orange County business as formerly carried on by Orange County Limited and Process Fluidpower Limited ;
- (c) to exclude:
 - (i) income and expenses and profits or losses that are attributable to any other company or business other than the Orange County Business; and
 - (ii) expenses incurred in acquiring any such company or business;
- (c) to exclude the effects of the release of any provisions made in respect of the Orange County Business before the date of adoption of these Articles;
- (d) to exclude the amount of any payment under the Service Agreement;
- (e) to exclude the effects of transactions that are not in the ordinary and usual course of the business of the Orange County Business.

"appointor" has the meaning given in article 26.1;

"Approved Offer" has the meaning given in Article 55.2.1;

"Arrears" means the whole amount of any dividends payable on the A Ordinary Shares which is unpaid for any reason on any Due Date;

"articles" means the Company's articles of association;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets;

"B Share" means a B ordinary share of £1 in the capital of the Company;

"B Shareholder" means a holder of any B Shares;

"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;

"call" has the meaning given in article 41.1;

"Call Option Period" means the period commencing on 1 December 2021 ;

"call notice" has the meaning given in article 41.1;

"Cap" means £1,500,000 (being the amount required to secure that the maximum entitlement of the B Shareholders in respect of the Realisation Value of Equity Shares shall be £750,000) (seven hundred and fifty thousand pounds);

"chairman" has the meaning given in article 14.2;

"chairman of the meeting" has the meaning given in article 77.3;

"Cash Equivalent" means:

- (a) where the consideration comprises listed securities, the average of the middle market prices at the close of dealings on each of the five dealing days prior to the Sale Date;
- (b) where the consideration comprises loan notes, loan stock or other debt instruments their face value ;
- (c) where the consideration comprises unlisted securities such amount as the Shareholders agree to be the fair current value of the same;
- (d) where the consideration comprises future fixed payments, such amount as the Shareholders agree to be the fair current value of the same;
- (e) where the consideration comprises future contingent payments, nil value;

and any dispute as to the value of the Cash Equivalent will be determined by the Independent Accountants acting as experts and not as arbitrators and the costs of the Independent Accountants of so doing shall be borne by the Company;

"Companies Acts" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

"Company's lien" has the meaning given in article 39.1;

"Compulsory Seller" and **"Compulsory Sellers"** have the meanings given in Article 53;

"Connected Persons" has the meaning given in sections of 1122 and 1123 of CTA 2010;

"Controlling Interest" in relation to a person means the ownership by that person and his or its Connected Persons of Shares carrying the right to more than 50 per cent of the total number of votes which may be cast on a poll at a general meeting of the Company;

"CTA 2010" means the Corporation Taxes Act 2010;

"Deemed Transfer Notice" has the meaning given in Article 53;

"director" means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called;

"distribution recipient" has the meaning given in article 65.2;

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

"Drag Along Notice" has the meaning given in Article 56;

"Drag Along Right" has the meaning given in Article 56;

"EBITDA" means earnings before interest, tax, depreciation and amortisation;

"electronic form" and **"electronic means"** have the meanings given to them in section 1168 of the Act;

"eligible director" means:

- (a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and
- (b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

"Election" has the meaning set out in Article 88;

"Employee Benefit Trust" means any trust which may be established for the benefit of the employees (which may include past employees) of the Company and/or any other Group Member, and which satisfies the definition of an "employees' share scheme" set out in section 1166 of the Act;

"Encumbrance" means any mortgage, charge, pledge, lien, option, restriction, assignment, right to acquire, right of pre-emption or any other form of right interest, preference, security, encumbrance of any nature in favour of any third party or any agreement, arrangement or obligation to create any of them;

"Equity Shares" means the issued A Ordinary Shares and B Ordinary Shares, at any time, and all shares derived from them (and any of them) whether by conversion, consolidation or sub-division or by way of rights or bonus issue or otherwise in issue;

"Exit Distribution" means a dividend or other distribution upon a Liquidation or other return of capital or which is of the proceeds of an Asset Sale;

"fully paid" in relation to a share means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

"Group" means the Company, any subsidiary or subsidiary undertaking of the Company, any holding company or parent undertaking of the Company and any subsidiary or subsidiary undertaking of such holding company or parent undertaking and references to a **"Group Member"** shall be construed accordingly;

"hard copy form" has the meaning given in section 1168 of the Act;

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

"Holding Period" means (in relation to B Ordinary Shares only) the period between the date of issue or transfer to 30 September 2021 (or, if earlier, the date upon which the EBIT Statement is delivered by the Company to the Shareholders;

"Hurdle" means an OC Market Value of £4,226,400 (four million two hundred and twenty-six thousand four hundred pounds), being the equivalent of a six times multiple of EBITDA of £704,400 (seven hundred and for thousand four hundred pounds) of the Orange County Business);

"Independent Accountants" has the meaning given in Article 52;

"instrument" means a document in hard copy form;

"Leaver" means a holder of B Ordinary Shares who ceases to be and is no longer continuing as an employee and/or consultant and/or director of any Group Member for any reason whatsoever (including death or as a result of a Group Member ceasing to be a subsidiary of the Company) or becoming bankrupt;

"lien enforcement notice" has the meaning given in article 40.2;

"Liquidation" means the liquidation, dissolution or winding-up of the Company pursuant to the making of a winding-up order by the court or the passing of a resolution by the Shareholders that the Company be wound-up or dissolved;

"non-disclosable interest" has the meaning given in article 20.1;

"OC Asset Sale" means the disposal by the Company of all or substantially all of the undertaking and assets of the Orange County Business;

"OC EBIT" means; the earnings from ordinary activities of the Orange County Business carried on by the Company (and by Process Fluidpower Limited before it) for Period 1 or (as the case may be) Period 2, before the deduction of interest and taxation or the addition of interest receivable;

"OC EBIT Statement" means a statement setting out the Adjusted OC EBIT for each Period;

"OC Exit Distribution" means a dividend or other distribution which is of the substantially the whole of the proceeds of an OC Asset Sale, other than upon a Liquidation, and includes a series of such distributions that together constitute the whole of the proceeds of an OC Asset Sale;

"OC Market Value" has the meaning set out in Article 51;

"OC Realisation Value" means (a) in the case of a distribution on Liquidation the total amount available for distribution to shareholders after the Company has discharged its liabilities so far as such amount is derived from the Orange County Business (b) in the case of an Exit Distribution or OC Exit Distribution the total amount of such Exit Distribution or OC Exit Distribution so far as such amount is derived from the Orange County Business and (c) in the case of a Share Sale the aggregate price or value of the consideration to be paid in cash or Cash Equivalent for all of the Equity Shares so far as such amount is reasonably attributable to the Orange County Business and any dispute as to the OC Realisation Value for the purposes of these Articles will be determined by the Independent Accountants acting

as experts and not as arbitrators and the costs of the Independent Accountants of so doing shall be borne by the Company;

"Orange County Business" means the business of distribution, installation and support of storage and pumping systems carried on by Orange County Limited upon the acquisition of that company on 7 July 2017 by Process Fluidpower Limited and now (or shortly hereafter to be) carried on by the Company;

"ordinary resolution" has the meaning given in section 282 of the Act;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 12;

"partly paid" in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;

"Period 1" means the 12 months ended on 30 June 2020;

"Period 2" means the 12 months ended on 30 June 2021;

"proxy notice" has the meaning given in article 83.1;

"Put Option Period" means the period of two calendar months from and including the day after the date of the end of the Holding Period;

"Realisation Value" means (a) in the case of a distribution on Liquidation the total amount available for distribution to shareholders after the Company has discharged its liabilities (b) in the case of an Exit Distribution or an OC Exit Distribution the total amount of such Exit Distribution or OC Exit Distribution and (c) in the case of a Share Sale the aggregate price or value of the consideration to be paid in cash or Cash Equivalent for all of the Equity Shares and any dispute as to the Realisation Value for the purposes of these Articles will be determined by the Independent Accountants acting as experts and not as arbitrators and the costs of the Independent Accountants of so doing shall be borne by the Company;

"Relevant Tax Liability" means any income tax and primary national insurance contributions (or their equivalent in any other jurisdiction) in respect of which any Group Member has to make a payment to HM Revenue and Customs or any other tax authority (whether of the UK or elsewhere) and which arises by reference to the acquisition or disposal of shares or securities in any Group member by the holder of any B Ordinary Shares or any associated person (as defined in section 421C of ITEPA) of that B Shareholder, the making of any Election or any other action, event or thing done which gives rise to an income tax or national insurance contributions charge (or their equivalent in any other jurisdiction) under applicable employment income tax or social security laws in relation to any shares or securities acquired by the B Shareholder in question or any associated person (as defined in section 421C of ITEPA) of that B Shareholder;

"Reorganisation" means any event, scheme or arrangement which (but for falling within this definition) constitutes a Share Sale as a result of another company acquiring the entire issued ordinary share capital of the Company where immediately afterwards the issued share capital of such acquiring company is owned substantially by the same persons who were equity shareholders of the Company or the holding company of the Company (as appropriate) immediately prior to such event;

"**Sale Date**" means the date of completion of a Share Sale;

"**Sale Shares**" means Shares which a Seller wishes (or is required) to transfer;

"**Seller**" means any Shareholder who wishes (or is required) to transfer any Shares;

"**Service Agreement**" means the agreement between Spencer Rogers and Flowtech Fluidpower PLC entered into on or about the date of adoption of these Articles for the provision of services as employee or consultant;

"**Share**" means a share in the capital of the Company;

"**Shareholder**" means a person who is the holder of a Share;

"**Share Sale**" means any transaction or series of transactions whereby any person or Connected Persons or group of persons ("**Purchaser**") purchases or otherwise acquires or obtains a Controlling Interest;

"**shareholder**" means a person who is the holder of a share;

"**shares**" means shares in the Company;

"**special resolution**" has the meaning given in section 283 of the Act;

"**subsidiary**" has the meaning given in section 1159 of the Act;

"**Transfer Notice**" means a notice in writing by a Seller of his wish to transfer any Shares;

"**transmittee**" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

"**working day**" has the meaning given in section 1173(1) of the Act; and

"**writing**" and "**written**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 2.2 Unless the context requires otherwise, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the Company.
- 2.3 If, and for so long as, the Company has only one director, all references in these articles to "**directors**" (other than in those provisions which govern the decision-making by directors (articles 8 to 18) and directors' interests (articles 19 to 21)) shall be construed as a reference to that sole director.
- 2.4 References in these articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with article 93.
- 2.5 References to numbered "articles" are references to numbered provisions in these articles.
- 2.6 Headings in these articles are used for convenience only and shall not affect the meaning of these articles.

3. Liability of members

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

PART 2: OFFICERS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5. Shareholders' reserve power

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

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

6. Directors may delegate

6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles and which are not specifically reserved to the directors only:

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit.

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

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

7. Committees

7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern decision-making by directors (articles 8 to 18).

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

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:
- 8.1.1 a majority decision at a meeting;
 - 8.1.2 a majority decision by a directors' written resolution adopted in accordance with article 9; or
 - 8.1.3 a unanimous decision taken in accordance with article 10.
- 8.2 If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making (articles 8 to 18).

9. Directors' written resolutions

- 9.1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.
- 9.2 Subject to article 9.3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.
- 9.3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.
- 9.4 A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a *quorum at a directors' meeting had the resolution been proposed at such a meeting*. Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.
- 9.5 An alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:
- 9.5.1 have not signed or are not to sign the directors' written resolution; and
 - 9.5.2 are eligible directors in relation to the directors' written resolution,
- provided that (a) the alternate director is himself an eligible director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a *quorum at a directors' meeting had the resolution been proposed at such a meeting*.

10. Unanimous decisions

10.1 A unanimous decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter. Once a unanimous decision of the directors has been taken, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

10.2 A decision may not be taken on a matter in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

10.3 An alternate director may participate in a unanimous decision of the directors (in addition to participating in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

10.3.1 are not participating in the unanimous decision; and

10.3.2 are eligible directors in relation to the decision,

provided that (a) the alternate director is himself an eligible director in relation to the decision and (b) those persons actually participating in the unanimous decision of the directors would have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

11. Calling a directors' meeting

11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

11.2 Notice of any directors' meeting must indicate:

11.2.1 its proposed date and time;

11.2.2 where it is to take place; and

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

11.3 Subject to article 11.4, notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.

11.4 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

12. Participation in directors' meetings

12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- 12.1.1 the meeting has been called and takes place in accordance with the articles; and
- 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 13. Quorum for directors' meetings**
- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for directors' meetings is two directors.
- 13.3 Subject to the articles, a person who is an alternate director, but is not a director in his own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):
 - 13.3.1 is not participating in the decision at the directors' meeting; and
 - 13.3.2 would have been an eligible director in relation to the decision if he had been participating in it.
- 13.4 No alternate director may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting.
- 14. Chairing of directors' meetings**
- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 If the directors have not appointed a chairman, or if the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 15. Voting at directors' meetings**
- 15.1 A decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting.
- 15.2 Subject to the articles, each director participating in a decision at a directors' meeting has one vote.
- 15.3 Subject to the articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a director in his own right, if relevant) on any decision at a directors' meeting for each of his appointors who:

- 15.3.1 are not participating in the decision at the directors' meeting; and
 - 15.3.2 would have been eligible directors in relation to the decision if they had been participating in it.
- 15.4 If the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting has a casting vote. But this does not apply if, in accordance with the articles, the chairman or other director chairing the meeting is not an eligible director in relation to the decision.

16. Participating and voting when director interested

- 16.1 A director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:

- 16.1.1 any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and
- 16.1.2 the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.

- 16.2 Without prejudice to the obligations of any director:

- 16.2.1 to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and
- 16.2.2 to disclose any interest in accordance with article 20.1,

and subject always to article 16.1 and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.

- 16.3 Subject to article 16.4, if a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the chairman, or other director chairing the meeting, whose ruling in relation to any director (other than himself) is to be final and conclusive.
- 16.4 If any question arises at a directors' meeting as to the right of the chairman, or other director chairing the meeting, to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman, or other director chairing the meeting, is not to be counted as participating for quorum or voting purposes.

17. Directors' discretion to make further rules

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

18. Records of directors' decisions to be kept

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

DIRECTORS' INTERESTS

19. Transactions or arrangements with the Company

Subject to compliance with the Companies Acts (including sections 177 (*Duty to declare interest in proposed transaction or arrangement*) and 182 (*Declaration of interest in existing transaction or arrangement*) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

20. Directors' conflicts of interest

20.1 Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act:

- 20.1.1 to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
- 20.1.2 to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);
- 20.1.3 to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme);
- 20.1.4 to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and
- 20.1.5 to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.

A "**non-disclosable interest**" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.

20.2 The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:

- 20.2.1 an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;

- 20.2.2 an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and
- 20.2.3 a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.
- 20.3 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to article 20.1 or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.
- 21. Accounting for profit when interested**
 - 21.1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts:
 - 21.1.1 a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;
 - 21.1.2 no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
 - 21.1.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.
 - 21.2 Subject always to the obligation of the director to disclose his interest in accordance with article 20.1 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:
 - 21.2.1 a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to article 20.1 or by the directors for the purposes of section 175 of the Act;
 - 21.2.2 no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
 - 21.2.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

DIRECTORS' TERMS OF OFFICE

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 notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of a majority in nominal value of the shares (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice; or
 - 22.1.3 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 transmittee(s) of the last shareholder to have died or to 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 person who is willing to act as a director, and is permitted by law to do so, to be a director, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice.
- 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.

23. Termination of director's appointment

A person ceases to be a director as soon as:

- 23.1 that person is removed as a director:
 - 23.1.1 by ordinary resolution; or
 - 23.1.2 by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of a majority in nominal value of the shares (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such removal to take effect when the notice is received by the Company or on such later date (if any) specified in the notice;

provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company;
- 23.2 that person ceases to be a director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a director by law;
- 23.3 a bankruptcy order is made against that person;
- 23.4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;
- 23.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

23.6 notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms.

24. Directors' remuneration

24.1 Directors may undertake any services for the Company that the directors decide.

24.2 Directors are entitled to such remuneration as the directors determine:

24.2.1 for their services to the Company as directors; and

24.2.2 for any other service which they undertake for the Company.

24.3 Subject to the articles, a director's remuneration may:

24.3.1 take any form; and

24.3.2 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.

24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

24.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director, except such part of his appointor's remuneration as the appointor may direct by notice in writing made to the Company.

25. Directors' expenses

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

25.1 meetings of directors or committees of directors;

25.2 general meetings; or

25.3 separate meetings of the holders of any class of shares or of debentures of the Company,

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

ALTERNATE DIRECTORS

26. Appointment and removal of alternate directors

26.1 Any director (other than an alternate director) ("**appointor**") may appoint as an alternate any person willing to act to:

26.1.1 exercise that director's powers; and

26.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.

26.2 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. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

26.3 The notice must:

26.3.1 identify the proposed or existing alternate; and

26.3.2 in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

26.4 A person may act as an alternate for more than one director.

27. Rights and responsibilities of alternate directors

27.1 Except as the articles specify otherwise, alternate directors:

27.1.1 are deemed for all purposes to be directors;

27.1.2 are liable for their own acts and omissions;

27.1.3 are subject to the same restrictions as their appointors; and

27.1.4 are not deemed to be agents of or for their appointors.

27.2 Subject to the articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive (disregarding, for these purposes, any absence of such appointor from the United Kingdom), unless the alternate director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

28. Termination of alternate directorship

An alternate director's appointment as an alternate for an appointor terminates:

28.1 when that appointor removes his alternate director in accordance with article 26;

28.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

28.3 on the death of that appointor;

28.4 when that appointor's appointment as a director terminates; or

28.5 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.

COMPANY SECRETARY

29. Secretary's terms of office

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

PART 3: SHARES AND DISTRIBUTIONS

SHARES

30. Income

30.1 Subject to Article 31 the profits of the Company which are available for lawful distribution in respect of each Accounting Period shall be apportioned between the A Shareholders pro rata according to their holdings of A Ordinary Shares.

30.2 The B Ordinary Shares shall not be entitled to receive any dividends save in accordance with Article 31.

31. Capital

31.1 On a return of capital on a Liquidation or otherwise (other than a redemption of shares or the purchase by the Company of its own shares) the surplus assets and retained profits of the Company available for distribution among its Shareholders shall, if the OC Realisation Value is less than or equal to the Hurdle, be payable only to the A Shareholders pro-rata to their holdings of A Ordinary Shares.

31.2 If the OC Realisation Value is greater than the Hurdle, then the amount of the OC Realisation Value in excess of the Hurdle up to the amount of the Cap shall be apportioned:

31.2.1 as to 50% (fifty per cent) to the A Shareholders; and

31.2.2 as to 50% (fifty per cent) to the B Shareholders.

and any other amount (including any amount in excess of the Cap and the Realisation Value to the extent that it does not comprise the OC Realisation Value) shall be apportioned solely to the A Shareholders pro-rata to their holdings of A Ordinary Shares.

31.3 The total amount distributable to Shareholders shall not exceed the assets available for distribution on the Liquidation.

31.4 Upon an OC Exit Distribution the proceeds of an OC Asset Sale shall be distributed in the same manner as the OC Realisation Value upon a Liquidation.

32. Share Sale

In the event of a Share Sale, each of the Company and Shareholders shall (so far as lawful and possible) each procure that the Realisation Value shall be payable to the A Shareholders and B Shareholders in the same proportions as they are entitled to participate in a return of capital on a Liquidation as set out in Article 31.

33. Voting

33.1 The A Shareholders shall be entitled to receive notice of, and to attend, speak and vote at, general meetings of the Company and to vote on any written resolution of the Shareholders.

33.2 The holders of the B Shareholders shall not be entitled to receive notice of, and to attend, speak and vote at, general meetings of the Company and nor to vote on any written resolution of the Shareholders.

34. Issue of shares

34.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

34.2 No B Shareholder shall have any right of pre-emption upon the issue or transfer of any Share.

35. Powers to issue different classes of share

35.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

35.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The terms, conditions and manner of redemption of any such shares may be determined by the directors or otherwise shall be set out in the articles.

36. Company not bound by less than absolute interests

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

37. Share certificates

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

37.2 Every certificate must specify:

37.2.1 in respect of how many shares, of what class, it is issued;

37.2.2 the nominal value of those shares;

37.2.3 the amount paid up on them (including both the nominal value and any share premium); and

- 37.2.4 any distinguishing numbers assigned to them.
- 37.3 No certificate may be issued in respect of shares of more than one class.
- 37.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 37.5 Certificates must be executed in accordance with the Companies Acts.
- 38. Replacement share certificates**
- 38.1 If a certificate issued in respect of a shareholder's shares is:
- 38.1.1 damaged or defaced; or
 - 38.1.2 said to be lost, stolen or destroyed,
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 38.2 A shareholder exercising the right to be issued with such a replacement certificate:
- 38.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 38.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 38.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.
- 39. Company's lien**
- 39.1 Subject to article 59, the Company has a lien ("**Company's lien**") over every share which is not fully paid for any part of:
- 39.1.1 that share's nominal value; and
 - 39.1.2 any premium at which it was issued,
- which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.
- 39.2 Subject to article 59, the Company's lien over a share:
- 39.2.1 takes priority over any third party's interest in that share; and
 - 39.2.2 extends to any dividends or other sums payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.
- 39.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

40. Enforcement of the Company's lien

40.1 Subject to the provisions of this article, if:

40.1.1 a lien enforcement notice has been given in respect of a share; and

40.1.2 the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide.

40.2 A lien enforcement notice:

40.2.1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

40.2.2 must specify the share concerned;

40.2.3 must be in writing and require payment of the sum payable within 14 clear days of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);

40.2.4 must be addressed either to the holder of the share or to a transmittee entitled to it; and

40.2.5 must state the Company's intention to sell the share if the notice is not complied with.

40.3 Where shares are sold under this article:

40.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

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

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

40.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

40.4.2 secondly, to the person entitled to the shares immediately before the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and provided that the Company's lien shall also apply to such proceeds for any money payable in respect of the shares after the date of the lien enforcement notice.

40.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a share has been sold to satisfy the Company's lien on a specified date:

- 40.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- 40.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

41. Call notices

- 41.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a shareholder requiring the shareholder to pay the Company a specified sum of money (a "**call**") which is payable in respect of shares which that shareholder holds (whether solely or jointly with others) at the date when the directors decide to send the call notice.
- 41.2 A call notice:
 - 41.2.1 may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - 41.2.2 must be in writing and state when and how any call to which it relates it is to be paid; and
 - 41.2.3 may permit or require the call to be paid by instalments.
- 41.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent (that is, excluding the day on which the call notice is given and the day on which that 14 day period expires).
- 41.4 Before the Company has received any call due under a call notice, the directors may:
 - 41.4.1 revoke it wholly or in part; or
 - 41.4.2 specify a later time for payment than is specified in the notice,by a further notice in writing to the shareholder in respect of whose shares the call is made.

42. Liability to pay calls

- 42.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 42.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 42.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
 - 42.3.1 to pay calls which are not the same; or
 - 42.3.2 to pay calls at different times.

43. When call notice need not be issued

43.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of *nominal value or premium*):

43.1.1 on allotment;

43.1.2 on the occurrence of a particular event; or

43.1.3 on a date fixed by or in accordance with the terms of issue.

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

44. Failure to comply with call notice: automatic consequences

44.1 If a person is liable to pay a call and fails to do so by the call payment date:

44.1.1 the directors may issue a notice of intended forfeiture to that person; and

44.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

44.2 For the purposes of this article:

44.2.1 **"call payment date"** means the time when the call notice states that a call is to be paid, unless the directors give a notice in writing specifying a later date, in which case the **"call payment date"** is that later date;

44.2.2 **"relevant rate"** means:

44.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

44.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

44.2.2.3 if no rate is fixed in either of these ways, five per cent per annum.

44.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

44.4 The directors may waive any obligation to pay interest on a call wholly or in part.

45. Notice of intended forfeiture

A notice of intended forfeiture:

45.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

- 45.2 must be in writing and sent to the holder of that share or to a transmittee entitled to it;
- 45.3 must require payment of the call and any accrued interest by a date which is not less than 14 clear days after the date of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);
- 45.4 must state how the payment is to be made; and
- 45.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

46. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which such notice was given is forfeited, and the forfeiture is to include all dividends or other sums payable in respect of the forfeited shares and not paid before the forfeiture.

47. Effect of forfeiture

- 47.1 Subject to the articles, the forfeiture of a share extinguishes:
 - 47.1.1 all interests in that share, and all claims and demands against the Company in respect of it; and
 - 47.1.2 all other rights and liabilities incidental to the share as between the person whose share it was before the forfeiture and the Company.
- 47.2 Any share which is forfeited in accordance with the articles:
 - 47.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
 - 47.2.2 is deemed to be the property of the Company; and
 - 47.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 47.3 If a person's shares have been forfeited:
 - 47.3.1 the Company must send that person notice in writing that forfeiture has occurred and record it in the register of members;
 - 47.3.2 that person ceases to be a shareholder in respect of those shares;
 - 47.3.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 47.3.4 that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 47.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 47.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

48. Procedure following forfeiture

- 48.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

- 48.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a share has been forfeited on a specified date:

48.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

48.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

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

- 48.4 If the Company sells a forfeited share, the person who held it before its forfeiture is entitled to receive from the Company the net proceeds of such sale, after payment of the costs of sale and any other costs relating to the forfeiture of the share, and excluding any amount which:

48.4.1 was, or would have become, payable; and

48.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds, and the Company is not required to account for any money earned on them.

49. Surrender of shares

- 49.1 A shareholder may surrender any share:

49.1.1 in respect of which the directors may issue a notice of intended forfeiture;

49.1.2 which the directors may forfeit; or

49.1.3 which has been forfeited.

- 49.2 The directors may accept the surrender of any such share.

- 49.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

- 49.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

50. Permitted Transfers

- 50.1 No transfers of any B Ordinary Shares shall be permitted save
- 50.1.1 in accordance with Article 55 (Change of Control);
 - 50.1.2 In accordance with Article 54 (Put Option and Call Option);
 - 50.1.3 In accordance with Article 53 (Compulsory Transfers);
 - 50.1.4 in the case of B Ordinary Shares held by an Employee Benefit Trust, to any beneficiary of that trust or to any replacement trustee or trustees or into the joint names of the existing and any new or additional trustees;
 - 50.1.5 subject to the provisions of these Articles, by any Shareholder to the Company in accordance with the provisions of the Act; or
 - 50.1.6 with the prior written consent of the A Shareholder Majority.
- 50.2 A Shareholder may transfer an A Ordinary Shares to any person and shall not be subject to any right of pre-emption (whether under the Act or these Articles or otherwise).

51. Determination of "OC Market Value"

- 51.1 OC Market Value shall be determined by agreement between the Company, the A Shareholder Majority and the B Shareholders (and in the absence of such agreement by the Independent Accountant) by:
- 51.1.1 first determining the Adjusted OC EBIT for Period 1 and Period 2 (by preparation of an OC EBIT Statement) and then applying a multiple of six times to the average of the Adjusted OC EBIT for Period 1 and Period 2, the result of which shall be the OC Market Value attributable to the whole the Shares of the Company then in issue to the extent derived from the Orange County Business; and
 - 51.1.2 then apportioning to the B Ordinary Shares such part of that OC Market Value of the Shares as may required upon a Sale in accordance with Article 32, which shall be the OC Market Value of the B Ordinary Shares at the relevant time, provided always that the total aggregate OC Market Value of the B Ordinary Shares shall never exceed the lower of £750,000 and the cap on entitlement set out in Article 57.
- and provided further that in the event of an Exit Distribution, Sale or Liquidation the actual OC Realisation Value arising from such event shall be substituted for the amount calculated in 51.1.1 and provided further that the aggregate value of the B Ordinary Shares shall never exceed the lower of £750,000 and the cap on entitlement set out in Article 57.
- 51.2 The costs and expenses of the Independent Accountants for reporting on their opinion of the OC Market Value shall be borne by the Company.

52. Settlements of dispute as to value etc

- 52.1 The **"Independent Accountants"** shall be an independent firm of chartered accounts agreed and appointed and whose terms of appointment shall be agreed and executed, by the Company and the Shareholders.
- 52.2 In the absence of agreement between the Company and/or the Shareholders concerned, the identity of the Independent Accountants and the terms of their appointment shall be agreed for the purpose by the incumbent president of the Institute of Chartered Accountants in England and Wales.
- 52.3 The Independent Accountants shall act as an expert and not as an arbitrator and their costs and expenses shall be borne as directed by the Article in question or, if the Article is silent on the point, as directed by the Independent Accountants. In the absence of any such direction, such costs shall be borne as to one third each by the Company, the A Shareholders and the B Shareholders. The written certificate of the Independent Accountants shall be conclusive and binding on the Company and the Shareholders (except in the case of fraud or manifest error).

53. Compulsory Transfers

- 53.1 Upon a B Shareholder becoming a Leaver at any time (including the Transmitttee(s) of a deceased and/or any bankrupt B Shareholder) (each a **"Compulsory Seller"** and together **"Compulsory Sellers"**) shall each be deemed to have served a Transfer Notice (**"Deemed Transfer Notice"**) in respect of all of the Shares registered in his or their name(s) or to which he is or they are or may become entitled whether as a result of his or their holding of Shares or otherwise on the Cessation Date applicable to that B Shareholder (**"Compulsory Transfer Shares"**).
- 53.2 If any Deemed Transfer Notice is deemed served in accordance with Article 53.1 the Company shall, within five days of the date of the Deemed Transfer Notice give written notice of such occurrence (such notice to include details of all the Leaver's Shares to which such Deemed Transfer Notice relates) to the A Shareholders and the Compulsory Seller(s) shall be required to transfer such Compulsory Transfer Shares to such person as the A Shareholder Majority shall notify or, in default of any such direction within three calendar months of notice to the A Shareholders, to the Company for an aggregate consideration of:
- 53.2.1 £1 (one pound) for all such Ordinary B Shares in a case where the Cessation Date falls on or before 29 June 2021;
- 53.2.2 The OC Market Value of such B Ordinary Shares at any time after 29 June 2021.
- 53.3 If any Compulsory Seller fails or refuses to execute a stock transfer (or other instrument reasonably necessary or desirable to give effect to a transfer in accordance with Article 52.2) in respect of any Compulsory Transfer Shares within 10 Business Days after being called upon to do so:
- 53.3.1 the A Shareholder Majority or the Company may irrevocably appoint any person with full power and authority to execute, complete and deliver an instrument of transfer in respect of the Shares; and
- 53.3.2 the Company may give a good receipt for the purchase price of such Shares (such receipt being a good discharge to the purchaser or purchasers who shall not be bound to see the application of it), register the purchaser or purchasers as the

holders of them and issue certificates for the same to such purchasers once appropriate stamp duty (if any) has been paid.

54. Put Option and Call Option

54.1 Any Shareholder who holds B Ordinary Shares shall have the right (the **"Put Option"**), exercisable at any time in the Put Option Period by service of a written notice to the A Shareholder Majority (**"Option Notice"**) (copied to the Company) to require the A Shareholders to purchase all (but not some only) of the B Ordinary Shares (**"Option Shares"**) on the terms set out in article 54.2 (the **"Transfer Terms"**).

54.2 **"Transfer Terms"** means on the following terms:

54.2.1 that the entire legal and beneficial interest in all the Option Shares is sold and purchased with full title guarantee free from any Encumbrance and together with all rights attaching to them; and

54.2.2 that the consideration for the Option Shares is the OC Market Value per Option Share (the **"Option Price"**), which OC Market Value shall be determined in accordance with Article 51 provided that the Option Price for the transfer of all B Ordinary Shares in issue shall not exceed £750,000 (seven hundred and fifty thousand pounds) in aggregate;

54.2.3 completion of the transfer of the Option Shares shall be effected at the registered office of the Company as soon as reasonably practicable after the Option Notice and in any event no later than ten Business Days after the date of the Option Notice and:

54.2.3.1 the Shareholder will become irrevocably and unconditionally bound to sell and the A Shareholders will become irrevocably and unconditionally bound to purchase the Option Shares on the Transfer Terms;

54.2.3.2 the A Shareholders shall pay the Option Price in cash;

54.2.3.3 the Shareholder shall deliver to the A Shareholders (or to such person or persons as they may nominate in writing) on completion:

54.2.3.4 a duly executed transfer of the Option Shares in favour of the A Shareholders or such other person as the A Shareholder Majority shall nominate; and

54.2.3.5 the share certificate(s) in respect of the Option Shares;

54.2.4 the Shareholder, the A Shareholders and the Company shall do such other acts and things and execute such other documents as shall be necessary or as the Purchaser may reasonably request to give effect to the sale of the Option Shares on the Transfer Terms.

54.3 The A Shareholder Majority shall have the right (**"Call Option"**) at any time in the Call Option Period to purchase such number of B Ordinary Shares as may be specified in a written notice (**"Call Option Notice"**) from the A Shareholder Majority to such B Shareholders within 30 days of such notice. Article 54.2 shall apply to such Call Option as if references to "Option Shares" included those B Ordinary Shares that are the subject of such Call Option

and as if references to the Option Notice were references to the Call Option Notice and the Option Price in Article 54.2 shall be the price payable for the whole of the issued B Ordinary Shares in aggregate.

55. Change of Control

Tag Along Rights

55.1 No transfer of Shares which would result, if made and registered, in a person or persons acting in concert obtaining a Controlling Interest (excluding a Reorganisation), shall be made or registered unless:

55.1.1 an Approved Offer is made by the proposed transferee(s) ("**Buyer**") or, at the Buyer's written request, by the Company as agent for the Buyer; and

55.1.2 the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares pursuant to it.

55.2 For the purposes of this Article 55:

55.2.1 "**Approved Offer**" means a bona fide offer from a third party in writing served on all Shareholders holding Equity Shares (including the proposing transferor),

55.2.1.1 offering to purchase all of the Equity Shares held by such Shareholders which offers consideration for each Equity Share by reference to the rights attaching to such Equity Shares (on the basis that the consideration shall be payable to the A Shareholders and B Shareholders in the same proportions as they are entitled to participate in a return of capital on a Liquidation as set out in Article 31) without any discount for a minority (whether in cash, shares, other securities or otherwise in any combination),

55.2.1.2 in the case of the A Ordinary Shares, includes provision for the payment of all Arrears and accruals of dividend and a price for each Ordinary Share which is not less than the subscription price (including any premium);

55.2.1.3 is on terms that the sale and purchase of the Equity Shares in respect of which the offer is accepted shall be completed at the same time; and

55.2.1.4 has the consent of the A Shareholder Majority.

56. Drag Along Rights

56.1 If at any time an Approved Offer is made which has the consent of the A Shareholder Majority, then the A Shareholder Majority Investors shall have the right ("**Drag Along Right**") to require all of the other Equity Shareholders including persons who acquire Equity Shares following the making of the Approved Offer and/or after completion of the Approved Offer pursuant to the exercise of options or conversion of securities ("**Other Shareholders**") to accept the Approved Offer in full.

56.2 The Drag Along Right may be exercised by the service of notice ("**Drag Along Notice**") to that effect on the Other Shareholders at the same time as, or within five Business Days

following the making of the Approved Offer (or, if later, within five Business Days following the acquisition by the relevant Other Shareholder of any Equity Shares). A Drag Along Notice shall specify:

- 56.2.1 the identity of the Buyer;
 - 56.2.2 the consideration for which the Equity Shares are to be transferred; and
 - 56.2.3 the proposed date of transfer.
- 56.3 On the exercise of the Drag Along Right, each of the Other Shareholders shall be bound to accept the Approved Offer in respect of its entire holding of Equity Shares and to comply with the obligations assumed by virtue of such acceptance.
- 56.4 If any of the Other Shareholders fails to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of its Equity Shares pursuant to the Approved Offer, or otherwise fails to take any action required of it under the terms of the Approved Offer, any A Shareholder or any persons so authorised by the A Shareholder Majority may accept the offer on behalf of the Other Shareholder in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholder in question. In particular, such person may execute and complete the necessary instrument(s) of transfer on that Other Shareholder's behalf and against
- 56.4.1 receipt by the Company of the consideration payable for the relevant Equity Shares (to be held on trust for such Other Shareholder without interest) (such receipt being a good discharge to the Buyer, who shall not be bound to see to the application of it);
 - 56.4.2 compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer,
 - 56.4.3 deliver such instrument(s) of transfer to the Buyer (or its nominee).

The A Shareholder Majority shall then authorise the registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the Equity Shares so transferred once appropriate stamp duty (if any) has been paid. After registration, the title of the Buyer (or its nominee) as registered holder of such Equity Shares shall not be affected by any irregularity in, or invalidity, of such proceedings, which shall not be questioned by any person. The Other Shareholder shall in such a case be bound to deliver, up its certificate (or an indemnity in a form reasonably satisfactory to the Investor Director(s) for any lost certificates) for its Equity Shares to the Company whereupon the Other Shareholder shall be entitled to receive the consideration for such Equity Shares.

- 56.5 Where the consideration payable for the relevant Equity Shares is the issue of shares and/or other securities, such Other Shareholder shall be deemed to have authorised the Company to accept the allotment of such shares and/or the issue of such other securities on his behalf and on completion of the transfer of the relevant Equity Shares (duly stamped, if appropriate) the Buyer shall procure the registration of such Other Shareholder as the holder of the relevant shares and/or securities.

57. B Ordinary Shares – Additional Cap on Entitlement

Notwithstanding the other provisions of these Articles the holders of the B Ordinary Shares shall never be entitled to such rights to profits available for distribution or to assets available

for distribution on a winding-up or to other rights as, taking all issued B Ordinary Shares together, would reach or exceed such threshold as would prevent the Company and a company holding all the A Ordinary Shares in the Company being in the same group for the purposes of group relief under Part 5 of the Corporation Tax Act 2010, Section 170 of the Taxation of Chargeable Gains Act 1992, Parts 5 and 8 of the Corporation Tax Act 2009, Schedule 7 Finance Act 2003 or as being associated for the purposes of Section 42 of the Finance Act 1930, and the B Ordinary Shares together shall never in any circumstance be entitled to more than 25% of the profits of the Company available for distribution to equity holders nor to more than 25% of any assets available for distribution to such equity holders on a winding up (in each case for the purposes of section 151 and Part 5 of the Corporation Tax Act 2010).

58. Share transfers

- 58.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares are not fully paid) by and on behalf of the transferee.
- 58.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 58.3 The Company may retain any instrument of transfer which is registered.
- 58.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 58.5 The directors may not refuse to register the transfer of any share unless it is not duly stamped (or it is not duly certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty) or they suspect that the proposed transfer may be fraudulent.

59. Transfer of shares to a secured institution

- 59.1 Notwithstanding any other provision of these articles:

- 59.1.1 the directors shall not decline to register or delay in registering any transfer of any share;
- 59.1.2 *no holder of shares in the Company will be required to comply with any provision of these articles which restricts the transfer of shares or which requires any shares to be first offered to all or any current shareholders of the Company before any transfer takes place; and*
- 59.1.3 no holder of shares in the Company will have any right under these articles or otherwise to require such shares to be transferred to them whether for consideration or otherwise,

where such transfer is:

- 59.1.4 to any bank, institution or other person to which shares have been charged by way of security, or to any nominee or delegate of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("**Secured Institution**");

59.1.5 delivered to the Company for registration by a Secured Institution or its nominee or delegate in order to perfect its security over the shares; or

59.1.6 executed by a Secured Institution or its nominee or delegate pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith upon receipt register any such transfer of share.

59.2 Notwithstanding any other provision of these articles the directors may not exercise their rights of lien over shares that have been mortgaged, charged or pledged by way of security to a Secured Institution.

60. Transmission of shares

60.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share, but nothing in the articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.

60.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

60.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

60.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

60.3 But transmittees do not have the right to attend or vote at a general meeting, or to agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

61. Exercise of transmittees' rights

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

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

61.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

62. Transmittees bound by prior notices

If a notice, document or other information is served on or sent or supplied to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice, document or other information if it was served on or sent or supplied to the shareholder before the transmittee's name, or the name of any person nominated under article 60.2.1, has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

63. Procedure for declaring dividends

- 63.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 63.2 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.
- 63.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 63.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, a 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.
- 63.5 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.
- 63.6 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.
- 63.7 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.

64. Calculation of dividends

- 64.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be declared and paid in proportions based on the amounts paid up on the nominal value of the shares during any portion or portions of the period in respect of which the dividend is paid.
- 64.2 If any share is issued on terms providing that such share shall be entitled to a dividend as if the nominal value of it were fully paid or partly paid from a particular date (in the past or the future), then such share shall be entitled to a dividend on that basis.

65. Payment of dividends and other distributions

- 65.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
 - 65.1.1 *transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;*
 - 65.1.2 *sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;*

- 65.1.3 sending by post a cheque made payable to such person, and sent to such person at such address, as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- 65.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 65.2 In the articles, the "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:
 - 65.2.1 the holder of the share; or
 - 65.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 65.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.
- 66. Deductions from distributions in respect of sums owed to the Company**
 - 66.1 If:
 - 66.1.1 a share is subject to the Company's lien; and
 - 66.1.2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.
 - 66.2 Money so deducted must be used to pay any of the sums payable in respect of that share.
 - 66.3 The Company must notify the distribution recipient in writing of:
 - 66.3.1 the fact and amount of any such deduction;
 - 66.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
 - 66.3.3 how the money deducted has been applied.
- 67. 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:

 - 67.1 the terms on which the share was issued; or
 - 67.2 the provisions of another agreement between the holder of that share and the Company.
- 68. Unclaimed distributions**
 - 68.1 All dividends or other sums which are:

68.1.1 payable in respect of shares; and

68.1.2 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.

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

68.3 If:

68.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

68.3.2 the distribution recipient has not claimed it,

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

69. Non-cash distributions

69.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

69.2 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:

69.2.1 fixing the value of any assets;

69.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

69.2.3 vesting any assets in trustees.

70. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

70.1 the share has more than one holder; or

70.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS AND RESERVES

71. Authority to capitalise and appropriation of capitalised sums

- 71.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- 71.1.1 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 any other reserve of the Company (including any share premium account, capital redemption reserve or other undistributable reserve); and
 - 71.1.2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend ("**persons entitled**") and in the same proportions as their entitlement to dividends ("**relevant proportions**").
- 71.2 Capitalised sums must be applied on behalf of the persons entitled and in the relevant proportions.
- 71.3 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.
- 71.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 71.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled (whether as to the nominal value of the shares or any amount payable to the Company by way of premium); or
 - 71.4.2 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.
- 71.5 Subject to the articles, the directors may:
- 71.5.1 apply capitalised sums in accordance with articles 71.3 and 71.4 partly in one way and partly in another;
 - 71.5.2 make such arrangements as they think fit where any difficulty arises with regard to any distribution of any capitalised sum; and, in particular, in the case of shares or debentures becoming distributable under this article 71 in fractions, the directors may decide that the benefit of fractional entitlements belongs to the Company, that fractions are to be ignored, to make payments in cash in lieu of fractional entitlements, or otherwise deal with fractions as they think fit;
 - 71.5.3 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 71; and
 - 71.5.4 generally do all acts and things required to give effect to the ordinary resolution.

72. Capitalisation to deal with fractions arising on a consolidation of shares

Whenever, as the result of any consolidation or consolidation and division of shares, any shareholders would become entitled to fractions of shares, the directors may, subject to the provisions of the Companies Acts, allot to each such shareholder, credited as fully paid by way of capitalisation, the minimum number of new shares required to round up his holding following the consolidation to a whole number (such allotment being deemed to have been effected immediately before consolidation). For such purpose, the directors may:

- 72.1 capitalise a sum equal to the aggregate nominal amount of the new shares to be allotted on that basis out of any profits or reserve referred to in article 71.1.1; and
- 72.2 appropriate and apply such sum in paying up in full the appropriate number of new shares for allotment and distribution to such shareholders on that basis; and
- 72.3 generally do all acts and things required to give effect to any capitalisation pursuant to this article 72.

PART 4: DECISION-MAKING BY SHAREHOLDERS

WRITTEN RESOLUTIONS

73. Written resolutions

A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

GENERAL MEETINGS

ORGANISATION OF GENERAL MEETINGS

74. Calling general meetings

- 74.1 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any shareholder of the Company may call a general meeting.
- 74.2 If, and for so long as, the Company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.
- 74.3 A shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

75. Attendance and speaking at general meetings

- 75.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 75.2 A person is able to exercise the right to vote at a general meeting when:
 - 75.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- 75.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 75.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 75.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 75.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 76. Quorum for general meetings**
- No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 77. Chairing general meetings**
- 77.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 77.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the general meeting or is not present within 10 minutes of the time at which a meeting was due to start:
- 77.2.1 the directors present; or
- 77.2.2 (if no directors are present within 10 minutes of the time at which the meeting was due to start) the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 77.3 The person chairing a general meeting in accordance with this article is referred to as "**the chairman of the meeting**".
- 78. Attendance and speaking by directors and non-shareholders**
- 78.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 78.2 The chairman of the meeting may permit other persons who are not:
- 78.2.1 shareholders of the Company; or
- 78.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

79. Adjournment

- 79.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.
- 79.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 79.2.1 the meeting consents to an adjournment; or
 - 79.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 79.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 79.4 When adjourning a general meeting, the chairman of the meeting must:
- 79.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 79.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 79.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting):
- 79.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 79.5.2 in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain.
- 79.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

80. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

81. Errors and disputes

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

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

82. Poll votes

82.1 A poll on a resolution may be demanded:

82.1.1 in advance of the general meeting where it is to be put to the vote; or

82.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

82.2 A poll may be demanded by:

82.2.1 *the chairman of the meeting;*

82.2.2 the directors present;

82.2.3 two or more persons having the right to vote on the resolution;

82.2.4 a person or persons representing not less than 10 per cent of the total voting rights of all the shareholders having the right to vote on the resolution; or

82.2.5 a person or persons who hold (or are representing a holder or holders of) shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring the right to vote on the resolution.

82.3 A demand for a poll may be withdrawn if:

82.3.1 the poll has not yet been taken; and

82.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

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

83. Content of proxy notices

83.1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:

83.1.1 states the name and address of the shareholder appointing the proxy;

83.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting or adjourned meeting in relation to which that person is appointed;

83.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may otherwise determine;

83.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates; and

- 83.1.5 is received by the Company no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy notice relates or such later time as the directors may determine.
- 83.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 83.3 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.
- 83.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 83.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 83.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 84. Delivery of proxy notices**
- 84.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:
- 84.1.1 on a show of hands, be invalid;
- 84.1.2 on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates.
- 84.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 84.3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.
- 84.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 84.5 When two or more valid but different proxy notices are received in respect of the same share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

85. Corporate representatives

Where a shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act:

- 85.1 the corporation shall, for the purposes of these articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;
- 85.2 a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and
- 85.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

86. No voting of shares on which money due and payable to the Company

Unless the directors otherwise determine, no voting rights attached to a share may be exercised unless all amounts (including the nominal value and any share premium) due and payable to the Company in respect of that share have been paid.

87. Amendments to resolutions

- 87.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 87.1.1 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 the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 87.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 87.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 87.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 87.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 87.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5: ADMINISTRATIVE ARRANGEMENTS

88. Employment Taxes

88.1 Each B Shareholder undertakes to the Company that he shall enter into a joint election with his employer (or the Group Member in respect of which he holds office) pursuant to section 431(1) of ITEPA in a form approved by HM Revenue and Customs ("**Election**") no later than 10 days after the subscription or acquisition of any shares or securities in any Group member by the B Shareholder or an associated person (as defined in section 421C of ITEPA) of the relevant B Shareholder that:

88.1.1 for the relevant tax purposes, the market value of such shares or securities at the time of their subscription or acquisition is to be calculated as if they were not "restricted securities" (as defined by section 423 of ITEPA); and

88.1.2 sections 425 to 430 (inclusive) of ITEPA are not to apply to such shares or securities.

88.2 Each B Shareholder shall provide to the Company or his employer (or the Group Member in respect of which he holds office), if different, such information as it shall require for the purposes of fulfilling its obligations as a responsible person (as defined in section 421L of ITEPA) or any equivalent obligation to any relevant tax authority in any relevant jurisdiction.

88.3 Each of the B Shareholders undertakes and covenants with the Company to pay to the Company (or such other Group Member as from time to time is the relevant B Shareholder's employer or in respect of which the relevant B Shareholder holds office) an amount equal to any Relevant Tax Liability of that B Shareholder.

89. Form of notice

Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing.

90. Notices to the Company

Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

90.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;

90.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;

90.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or

90.4 by any other means authorised in writing by the Company.

91. Notices to shareholders and transmittes

91.1 Any notice, document or other information may be served on or sent or supplied to any shareholder:

91.1.1 personally;

91.1.2 by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address;

91.1.3 by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder;

91.1.4 by sending or supplying it by electronic means to an address notified by the shareholder to the Company from time to time for that purpose; or

91.1.5 by any other means authorised in writing by the relevant shareholder.

91.2 Nothing in article 91.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a shareholder in a particular way.

91.3 In the case of joint holders of a share:

91.3.1 all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and

91.3.2 any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

91.4 Notices, documents or other information to be served on or sent or supplied to a transmittes may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him. Articles 91.1 and 93 shall apply to any notice, document or information so served, sent or supplied as if references in those articles to:

91.4.1 "shareholder" are to the transmittes; and

91.4.2 a shareholder's "registered address" or "address" are to the address so supplied.

This article 91.4 is without prejudice to paragraph 17 of Schedule 5 to the Act.

92. Notices to directors

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

92.1 personally;

92.2 (other than a notice of a proposed directors' written resolution) by word of mouth;

- 92.3 by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;
- 92.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him;
- 92.5 by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or
- 92.6 by any other means authorised in writing by the director.

93. Service of notices on shareholders or directors

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

- 93.1 addressed to a shareholder or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:

- 93.1.1 (if prepaid as first class) 24 hours after it was posted;
- 93.1.2 (if prepaid as second class) 48 hours after it was posted;
- 93.1.3 (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;

- 93.2 not sent by post, but addressed to a shareholder or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left;
- 93.3 served, sent or supplied to a shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;
- 93.4 served, sent or supplied by any other means authorised in writing by the shareholder or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

94. Company seals

- 94.1 Any common seal may only be used by the authority of the directors.
- 94.2 The directors may decide by what means and in what form any common seal is to be used.
- 94.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by:
 - 94.3.1 two directors;
 - 94.3.2 one director and the company secretary (if any); or

- 94.3.3 one authorised person in the presence of a witness who attests the signature.
- 94.4 For the purposes of this article, an authorised person is:
- 94.4.1 any director of the Company;
- 94.4.2 the company secretary (if any); or
- 94.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

95. 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.

96. Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

97. Directors' indemnity and insurance

To the extent permitted by the Companies Acts, the Company may:

- 97.1 indemnify any director of the Company or of any associated company against any liability;
- 97.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.