

PRIVATE COMPANY LIMITED BY SHARES

Written Resolution

of

The Garden Marketing Limited (the "Company")

Company No 02376947

14 JUNE 2012 (the "Circulation Date")

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

SPECIAL RESOLUTION

Alteration of articles

THAT the regulations annexed to this Resolution be hereby adopted as the new Articles of Association of the Company in substitution for all existing regulations

Agreement

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

The undersigned, a person entitled to vote on the Resolution as at the Circulation Date, hereby irrevocably agrees to the Resolution



Signed by Graham Lee

Date 14 JUNE 2012



Signed by Joanna Vera Lee

Date 14 JUNE 2012

Ashfords

Certified to be a true & complete copy of the original document

 Solicitor

THURSDAY



A30 *A1BKT89T* 21/06/2012 #125
COMPANIES HOUSE

Notes

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

- **By hand** delivering the signed copy to Graham Lee, with a copy by post as below
- **Post** returning the signed copy by post to FAO Graham Lee, The Garden Marketing Limited, 10-12 High Street, Barnes, London, NS13 9LW
- **Email** by attaching a scanned copy of the signed document to an e-mail and sending it to graham@thegardenmarketing.co.uk Please enter "Written resolution dated **14 JUNE** 2012" in the e-mail subject box

You may not return the Resolution to the Company by any other method. If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution by signing the Resolution, you may not revoke your agreement
- 3 The Resolution is a special resolution and, to be passed, require members holding not less than 75 per cent of the total voting rights of eligible members to vote in favour of it by 30 June 2012. Unless, by 30 June 2012, sufficient agreement has been received for the Resolution to pass, your agreement will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or on this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Ashfords

Certified to be a true &
complete copy of the
original document


Solicitor

PRIVATE COMPANY LIMITED BY SHARES

Written Resolution

of

The Garden Marketing Limited (the "Company")

Company No. 02376947

Passed on **14 JUNE** 2012

The following resolution was duly passed as a special resolution on **14 JUNE** 2012
by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTION

Alteration of articles

THAT the regulations annexed to this resolution be hereby adopted as the new Articles of Association of the Company in substitution for all existing regulations

Signed



Director

Company Number: 02376947

The Companies Act 2006

Private Company Limited by Shares

Articles of Association of The Garden Marketing Limited (the "Company")

PRELIMINARY AND INTERPRETATION

1 Adoption of Model Articles

- 1.1 The articles in the Model Articles (as defined below) shall apply to the Company (except where they are excluded or modified by these Articles) and, together with these Articles, shall constitute the Articles of the Company. Other than the Model Articles, 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.
- 1.2 Model Article 1 shall be modified by deleting the definitions "chairman of the meeting" and "Companies Acts" and substituting in their place the definitions given in these Articles. Model Articles 6(2), 7, 8, 9(3), 9(4), 11(2), 11(3), 12 to 14, 16, 17, 19(5), 22(2), 26(5), 27 to 29, 39, 43, 44(2)(c) and (d), 48, 50, 51 to 53 shall not apply to the Company.

2 Defined Terms and Interpretation

- 2.1 In these Articles, unless the context requires otherwise

"**Acquisition Price**" the price per share paid by Communisis for the Shares purchased from the Sellers on the Adoption Date;

"**Act**" means the Companies Act 2006,

"**Adoption Date**" means 14 June 2012

"**Allocation Notice**" has the meaning given in Article 23.8,

"**appointor**" has the meaning given in Article 15.1;

"**Articles**" means the Company's articles of association,

"Auditors" means the auditors for the time being of the Company or, if there are no appointed auditors of the Company, the reporting accountants for the time being of the Company,

"Board" means the incumbent board of directors from time to time,

"Business Day" means a day (which for these purposes ends at 5 30pm) on which banks are open for commercial business in the City of London other than a Saturday or Sunday,

"Buyer Group" has the meaning given in Article 24.3.1 1;

"Call Option Agreement" means the agreement to be entered into between the Sellers and Communisis on or around the Adoption Date pursuant to which the Sellers grant a call option to Communisis over 1,530 Shares;

"Called Shareholder" has the meaning given in Article 25 1,

"Called Shares" has the meaning given in Article 25 2 1,

"Cessation Date" means the date upon which a Relevant Individual ceases to be an employee of any Group Member for any reason (including death or bankruptcy),

"Chairman of the Meeting" has the meaning given in Article 29 2,

"Communisis" means Communisis 2012 Limited (Company Number. 8008318) whose registered office is at c/o Communisis plc, Wakefield Road, Leeds, West Yorkshire LS10 1DU,

"Communisis Director" means any person appointed as a director in accordance with the provisions of Article 14 1,

"Communisis' Permitted Transferees" has the meaning given in Article 14 1;

"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,

"Completion Date" has the meaning given in Article 25 5,

"Connected Person" has the meaning given in section 1122 of the Corporation Tax Act 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 50.5 per cent of the total number of votes which may be cast on a poll at a general meeting of the Company,

"Drag Along Notice" has the meaning given in Article 25 2,

"Drag Along Option" has the meaning given in Article 25 1,

"electronic means" has the meaning given in section 1168 of the Act,

"Exercise Notice" the notice delivered by Communis to the Sellers pursuant to clause 3 of the Call Option Agreement;

"Extra Shares" has the meaning given in Article 23.5.2,

"GL" means Graham Lee,

"Group" means the Company and its subsidiaries and subsidiary undertakings (as such terms are defined by sections 1159 and 1162 of the Act) from time to time and references to a **"member of the Group"** or a **"Group Member"** will be construed accordingly,

"Independent Accountant" means an independent accountant agreed between the Shareholders or in the event that an independent accountant is not agreed upon within 14 days of any shareholder submitting the details of proposed independent accountant to the other shareholders then such independent accountant nominated by the president from time to time of the Institute of Chartered Accounts of England and Wales upon the application of any shareholder,

"JL" means Joanna Lee,

"Majority Sellers" means JL and GL;

"member" means a registered holder of any share as recorded in the Company's register of members,

"Model Articles" means the model articles of association for private companies limited by shares contained in schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229),

"Non Disclosable Interest" has the meaning given in Article 12.3;

"Original Member" means a beneficial owner (being an individual) of shares,

"Proportionate Entitlement" has the meaning given in Article 23.5.2,

"Proposed Buyer" has the meaning given in Article 24.1,

"Proposed Purchaser's Group" means the Proposed Purchaser and its subsidiaries and subsidiary undertakings (as such terms are defined by sections 1159 and 1162 of the Act) from time to time;

"Proposed Purchaser" has the meaning given in Article 25.1,

"Proposed Sale" has the meaning given in Article 24.1,

"Proposed Sellers" has the meaning given in Article 24.1,

"Proposed Transferee" means a person to whom a Seller proposes to transfer Sale Shares,

"Relevant Proportion" has the meaning given in Article 24.3.2,

"Sale" means the transfer of more than 50% in number of the Shares to a single buyer or to one or more buyers as part of a single transaction or a series of connected transactions (other than pursuant to Article 22),

"Sale Shares" means shares which a Seller wishes to transfer,

"Sellers' Shares" has the meaning given in Article 25 1,

"Seller" means any member who wishes to transfer any shares,

"Shares" means ordinary shares of £1 each in the capital of the Company,

"Tag Offer" has the meaning given in Article 24 2,

"Tagging Shareholders" has the meaning given in Article 24.6,

"Tag Shortfall" has the meaning given in Article 24 5;

"Total Transfer Condition" means a condition in a Transfer Notice stipulating that such Transfer Notice is conditional upon all and not some only of the Sale Shares specified in it being sold,

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

"Transfer Price" has the meaning given in Articles 23 4,

"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 but not defined in them shall have the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company

2 3 In these Articles (unless the context requires otherwise)

2 3.1 any reference to any gender includes all genders, any reference to the singular includes the plural (and vice versa), and references to persons includes individuals, bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);

2 3 2 references to the day on which a notice is given are to the day on which the notice is deemed received in accordance with Article 40;

2 3 3. references to numbered **"Articles"** are references to numbered provisions in these Articles and references to numbered **"Model Articles"** are references to articles in the Model Articles,

2 3 4 any reference to a **"transfer"** of shares or any similar expression shall be deemed to include any direction (by way of renunciation, assignment or otherwise) by a shareholder entitled to an allotment, issue or transfer of shares that a share be allotted, issued or transferred to some person

other than itself and any reference to a "**transfer**" of shares, or any similar expression, shall also be deemed to include

2.3 4.1 any sale, assignment or other disposition of the legal or equitable interest or any other right or interest in a share (including any voting right attached to a share) ("**Interest**"), and

2 3 4 2. the creation or granting of any mortgage, charge, pledge or other encumbrance or security interest or trust over any Interest other than any of the same granted to any funders of Communisis or any member of its Group;

2 3 4 3 any grant of an option to acquire any Interest, whether effected by a shareholder or otherwise, whether for consideration or otherwise and whether effected by an instrument in writing or otherwise

2 4 The contents list and headings in these Articles are included for convenience only, and shall not affect the meaning of these Articles

DIRECTORS AND COMPANY SECRETARY

3 Number of Directors

Unless and until otherwise determined by special resolution, there shall be no maximum number of directors but the minimum number shall be two

4 Directors to take decisions collectively

Decisions of the directors must be taken by

4 1 a majority decision at a meeting, or

4 2 a majority decision by a directors' written resolution adopted in accordance with Article 6.

5 Directors' Written Resolutions

5 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

5 2. Subject to Article 6 3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director

5 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.

5 4. A proposed directors' written resolution is adopted when a majority of the 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

5 5 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 these Articles

5 6 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 have not signed or are not to sign the directors' written resolution provided that 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.

6 Calling a Directors' Meeting

6 1 Subject to Article 7 2, notice of a directors' meeting must be given to each director. 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.

6 2 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.

7 Quorum for Directors' Meetings

7 1. The quorum for directors' meetings shall be one Communis Director (or his alternate director) and one non-Communis Director.

7 2. If more than one non-Communis Director attends the directors' meetings, therefore the number of directors present being 3, on any resolution, any votes cast against that resolution by the Communis Director shall carry such number of votes as required to defeat the resolution.

7 3 Subject to these 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) is not participating in the decision at the directors' meeting.

7 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.

7 5 If the persons attending any directors' 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 meeting must be adjourned by the Chairman or (if he is not present) any other director present.

7 6 When adjourning a directors' meeting, the Chairman or other relevant director (as the case may be) must 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.

8 Voting at Directors' Meetings

8 1 A decision is taken at a directors' meeting by a majority of the votes of the directors participating in the decision at the meeting.

8.2 Subject to these Articles, each director participating in a decision at a directors' meeting has one vote.

8.3 Subject to these 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 are not participating in the decision at the directors' meeting,

8.4 The Chairman shall not have a casting vote

9 Participating and Voting when Director interested

9.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict)

9.2 Any authorisation under this article will be effective only if:

9.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

9.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and

9.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

9.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

9.3.3 be terminated or varied by the directors at any time

9.4 This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

9.5 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

9.5.1. disclose such information to the directors or to any director or other officer or employee of the company, or

9.5.2. use or apply any such information in performing his duties as a director,

- 9 6 where to do so would amount to a breach of that confidence
- 9 7. Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
- 9 7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
- 9.7 2 is not given any documents or other information relating to the Conflict, and
- 9 7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 9 8 Where the directors authorise a Conflict:
- 9 8 1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict, and
- 9 8 2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 9 9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 9 10 In the event a Conflict cannot be authorised under article 7 by virtue of there being no directors who can authorise the Conflict, the members shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by a director/s which would, if not so authorised, involve a breach of duty by a director/s under section 175 of the Companies Act 2006 to avoid a Conflict on such terms as they see fit Any authorisation of a matter or situation under this Article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised
- 9 11 The relevant director/s seeking authorisation of the Conflict (the Interested Director) must provide the members with such details as are necessary for the members to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the members
- 9 12 The members may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

10 **Records of Directors' Decisions to be kept**

Model Article 15 shall be modified by deleting the words "unanimous or majority"

11 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

12 Directors' Conflicts of Interest

12 1 Subject to Article 12.2, for the purposes of section 175 of the Act

12.1 1 a director shall be authorised 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,

12.1 2. a director shall be authorised 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

12 1.3 a director shall be authorised 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

12 2 Any authorisation pursuant to Article 12 1 is subject to the relevant director declaring the nature and extent of his interest (other than a Non Disclosable Interest) to the other directors.

12.3 For the purposes of this Article 12, 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

12 4 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

12 4 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,

12.4 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

12 4 3 a director must comply with any obligations imposed on him by the directors pursuant to any authorisation

12 5 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to Article 12 1 or otherwise for the purposes of 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

- 12.6 For the purposes of this Article 12, a conflict of interest includes a conflict of interest and duty and a conflict of duties.

13. **Accounting for Profit when Interested**

- 13.1 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:

13.1.1 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,

13.1.2 no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit, and

13.1.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

- 13.2 Subject always to the obligation of the director to disclose his interest in accordance with Article 12.2 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given

13.2.1 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 12.1 or otherwise for the purposes of section 175 of the Act,

13.2.2 no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit, and

13.2.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

14. **Appointment and Removal of Directors**

- 14.1 Subject to Article 14.3, for so long as Communis and/or any person to whom Communis has transferred shares pursuant to Article 22 ("**Communis' Permitted Transferees**") holds any shares, Communis may at any time appoint any person (willing to act as a director and permitted by law to do so) to be a Communis Director and may remove or replace any Communis Director so appointed

- 14.2 No more than 1 Communis Director shall hold office at any one time.

14.3 Any appointment, removal or replacement of a director pursuant to Articles 14.1 must be effected by notice in writing to the Company signed on behalf of Communisis in respect of the Communisis Director (as the case may be). Any such appointment, removal or replacement shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

14.4 Individual Shareholders may appoint themselves as directors. Neither the Company nor its directors shall have the power to appoint any person to be a director.

14.5 In addition to the circumstances set out in Model Article 18 a person also ceases to be a director as soon as that person is removed or replaced as a director in accordance with Articles 14.1 and 14.3.

15 **Appointment and Removal of Alternate Directors**

15.1 Any director (other than an alternate director) but not any other director ("appointor") may appoint as an alternate any person willing to act to

15.1.1 exercise that director's powers, and

15.1.2 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 and in the case of GL and JL they may only appoint as an alternate the other one of them or any other person with the consent of Communisis (if it holds Shares, or any Communisis Permitted Transferee) and in the case of GL he may not appoint an alternate such that any alternate attends in the place of GL at any more Board meetings than 1 in every 4.

15.2 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.

15.3 The notice must

15.3.1 identify the proposed or existing alternate; and

15.3.2 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.

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

16 **Rights and Responsibilities of Alternate Directors**

16.1 Except as these Articles specify otherwise, alternate directors

16.1.1 are deemed for all purposes to be directors,

16.1.2 are liable for their own acts and omissions,

16.1.3 are subject to the same restrictions as their appointors, and

16 1 4 are not deemed to be agents of or for their appointors

- 16 2. Subject to these 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.

17. Termination of Alternate Directorship

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

- 17 1 when that appointor removes his alternate director in accordance with Article 15;
- 17 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;
- 17 3. on the death of that appointor,
- 17 4 when that appointor's appointment as a director terminates, or
- 17.5 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

18 Remuneration of Alternate Directors

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.

SHARES

19 Share Capital

- 19 1 The share capital of the Company shall consist only of ordinary shares

20 Issue of Shares

- 20 1 Unless all the shareholders otherwise agree in writing, any shares from time to time issued shall be offered to the existing shareholders for allotment and issue in accordance with the following provisions.

20 1 1 at the same price per share and on the same terms as to payment, and

20 1 2 in the same proportion (as nearly as may be) to their existing holdings of shares or in such other proportions as all such shareholders shall unanimously agree in writing

Model Article 22(1) shall be modified accordingly

- 20 2 This Article deals with the manner in which any offer made pursuant to Article 22 1 is to be made

- 20 2 1 The offer may be made in hard copy or electronic form,
- 20 2 2. The offer must state a period during which it may be accepted and the offer shall not be withdrawn before the end of that period
- 20 2 3 The period must be a period of at last 14 days beginning -
 - 20 2.3 1. in the case of an offer made in hard copy form, with the date on which the offer is sent or supplied, or
 - 20 2 3.2 in the case of an offer made in electronic form, with the date on which the offer is sent
- 20 3 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
- 20 4 Unless all the shareholders otherwise agree in writing, no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned, to another person and no person entitled to the allotment of a share may direct that such share be allotted, issued or transferred to any other person.
- 21 **Transfers of Shares - Prohibited Transfers**
- 21 1 The Board will not register any transfer of shares to any of the following
 - 21.1 1 duration to term of any option agreement only any person who, in the opinion of the Board is carrying on business directly or indirectly in competition with the Company or any member of the Group, or
 - 21 1.2. any person who does not have legal capacity to transfer such shares or otherwise to comply fully with the provisions of these Articles
- 21 2 Subject to Article 21 1, the directors will not register a transfer of shares unless the transfer is permitted by Article 22 (Permitted Transfers) or has been made in accordance with Article 23 (Pre-emption)
- 21 3 For the purpose of ensuring that a transfer of shares is permitted under these Articles the Board will require any shareholder to procure that any person whom the Board reasonably believes to have information relevant to such purpose provides the Company with such information and evidence as the Board thinks fit Pending the provision of such information the Board will be entitled to refuse to register any relevant transfer
- 22 **Permitted Transfers**
- 22 1 Where any shares are the subject of a Transfer Notice, no transfers of any such shares shall be permitted except pursuant to Article 22.2
- 22 2 Subject to Article 22 1 any share may be transferred.
 - 22 2 1 in the case of shares held by an undertaking to a group undertaking of the transferor; or

- 22 2 2 to any person at any price with the unanimous consent of the shareholders
- 22 3 Any share may be transferred pursuant to any option agreement entered into from time to time between all of the shareholders
- 22 4 Where shares have been transferred under Article 22 2.1 (transfers to group undertakings) and the transferee ceases to be a group undertaking of the transferor, it will, on or before the cessation, transfer such shares to the original transferor or to another group undertaking of the original transferor,
- 22 5 If a shareholder fails or refuses to execute and deliver any transfer in respect of any shares pursuant to its obligations under Article 22 4, the Board will authorise any director to execute and deliver the necessary transfer(s) on the defaulting shareholder's behalf. The Board will authorise registration of the transfer, and of the transferee as the holder of the shares so transferred, once appropriate stamp duty (if any) has been paid. After registration, the title of the transferee as registered holder of such shares will not be affected by any irregularity in or invalidity of such proceedings, which, will not be questioned by any person
- 23 **Pre-emption**
- 23 1. Except in the case of a transfer pursuant to Article 22 (Permitted Transfers), and subject to the prohibitions on transfers set out in Article 21, a Seller must give a Transfer Notice to the Company
- 23 2 Each Transfer Notice will specify
- 23 2.1 the number of Sale Shares,
- 23 2 2 the identity of the Proposed Transferee (if any),
- 23 2 3 the price per share at which the Seller wishes to transfer the Sale Shares, and
- 23 3 No Transfer Notice will be capable of variation or cancellation without the unanimous consent of the Board
- 23 4. The Transfer Notice will constitute the Company as the agent of the Seller for the transfer of the Sale Shares in accordance with this Article 23 at the following price ("**Transfer Price**")
- 23 4 1 the price which may be agreed between the Seller and the Board within 10 Business Days after the date of service or deemed service of the Transfer Notice,
- 23 4 2 failing such agreement the Board will within 10 Business Days after the expiry of the period referred to in Article 23 4 1 instruct the Auditors to determine the Transfer Price of the Sale Shares as at the date of service or deemed service of the Transfer Notice. In the event of the Auditors being unwilling or unable to act the Board will instruct the Independent Accountant within 10 Business Days of them being agreed or nominated (as the case may be) to determine the Transfer Price of the Sale shares as at the date of service or deemed service of the Transfer Notice; or

- 23 4 3 the price determined by such other manner as is agreed between the shareholders before the expiry of the 5 Business Day period referred to in Article 23.4 2
- 23 5 The following provisions of this Article 23 5 will apply to any transfer of any Shares by Communisis
- 23 5 1 Within 10 Business Days after the later of
- 23 5 1.1 the receipt by the Company of a Transfer Notice from Communisis, and
- 23.5 1 2 the determination of the Transfer Price,
- 23 5 2. The Company (in its capacity as agent for Communisis) will give notice in writing to each of the members (other than Communisis) offering the Sale Shares for sale at the Transfer Price. The notice will specify that the members will have a period of up to 20 Business Days from the date of such notice within which to apply for some or all of the Sale Shares. The notice will set out that if there is more than one shareholder other than Communisis, then the Sale Shares will be treated as offered among all the shareholders (apart from Communisis) in proportion (as nearly as possible) to their existing holdings of shares (ignoring any shares held by Communisis) ("**Proportionate Entitlement**") The offer will also invite members to indicate in their applications for Sale Shares, whether they would be willing to buy shares in excess of their Proportionate Entitlement should any such shares be available and, if so, how many ("**Extra Shares**")
- 23 6 The following provisions of this Article 23 6 will apply to any transfer of any Shares by GL or JL.
- 23 6 1 Within 10 Business Days after the later of:
- 23 6 1 1 the receipt by the Company of a Transfer Notice from GL and/or JL; and
- 23 6.1 2 the determination of the Transfer Price
- 23 6.2 The Company (in its capacity as agent for the Seller) will give notice in writing to Communisis offering the Sale Shares for sale at the Transfer Price. The notice will specify that Communisis will have a period of up to 20 Business Days from the date of such notice within which to apply for some or all of the Sale Shares
- 23 6 3. After the expiry of the offer period specified in Article 23 5 2, (or, if sooner, upon valid applications being received for all of the Sale Shares in accordance with the relevant Article), the Board will allocate the Sale Shares as follows
- 23 6 3 1. if the total number of Sale Shares applied for (including Extra Shares) is equal to or less than the available number of Sale Shares, each offeree will be allocated the number applied for in accordance with his application (subject to Article 23 10), or

- 23 6 3 2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each offeree will be allocated his Proportionate Entitlement, or, if less, the number of Sale Shares which he has applied for, and
 - 23 6 3 3 applications for Extra Shares will be allocated in accordance with such applications and if the applications exceed the shares available extra shares will be allocated in proportion to the number of such shares applied for
 - 23 6 3 4 After the expiry of the offer period specified in Article 23 6 (or if early the notification by Communisis that it wishes to apply for some of the Sale Shares) Article 23.8 shall have effect
- 23 7. Allocations of Sale Shares made by the Company pursuant to this Article 23 will constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person will be obliged to take more than the maximum number of Sale Shares which he has indicated to the Company he is willing to purchase
- 23 8 The Company will immediately upon allocating any Sale Shares give notice in writing ("**Allocation Notice**") to the Seller and to each person to whom Sale Shares have been allocated specifying
- 23 8 1 the number of Sale Shares so allocated,
 - 23.8 2. the aggregate price payable for them,
 - 23 8 3 any additional information required by Article 23.10 1 (if applicable); and
 - 23 8 4. (subject to Article 23 10 1) the place and time (being not later than five Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares will be completed.
- 23 9 Subject to Article 23 11, completion of the sale and purchase of Sale Shares in accordance with the Allocation Notice will take place at the place and time specified in the Allocation Notice when the Seller will, upon payment of the due price, transfer those Sale Shares specified in the Allocation Notice and deliver the relevant Share certificates to the persons to whom they have been allocated
- 23 10. If the Transfer Notice included a Total Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares
- 23 10 1. the Allocation Notice will refer to such Total Transfer Condition and will contain a further offer, open for 20 Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares; and
 - 23.10 2 completion of the transfer in accordance with the preceding paragraphs of this Article 23 will be conditional upon all such Sale Shares being so allocated

23 11 If the Seller fails by the due completion date to execute and deliver transfers in respect of any of the Sale Shares which he is due to transfer, any director may

23 11 1 execute the necessary transfer(s) on the Seller's behalf, and

23 11 2 against receipt by the Company of the Transfer Price payable for the relevant Sale Shares (to be held on trust for the Seller without interest) (the receipt being a good discharge to the offeree who will not be bound to see to the application of it), deliver such transfer(s) to the relevant offeree(s).

The Board will authorise registration of the transfer(s), and of the offeree(s) as the holder(s) of the Sale Shares so transferred, once appropriate stamp duty has been paid. After registration, the title of such offeree(s) as registered holder(s) of such Sale Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person.

23 12 If any Sale shares remain unallocated the Seller shall not be entitled to transfer the same save by issuing a further Transfer Notice in respect of the same.

24 **Tag Along**

24 1 If at any time one or more shareholders (the "**Proposed Sellers**") propose to transfer to any person, in one or a series of related transactions, such number of Shares which would, if registered, constitute a Sale (or would constitute a Sale if previous sales of Shares in the twelve months prior to such date were taken into account) (a "**Proposed Sale**"), the Proposed Sellers shall give written notice to the other holders of Shares of any Proposed Sale at least 20 Business Days prior to the proposed date of completion thereof. Such notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the "**Proposed Buyer**"), the sale price and other terms and conditions of payment, the proposed date of sale and the number of Shares to be acquired by the Proposed Buyer.

24 2 The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally (other than in respect of anti-trust clearances) offered to buy the Relevant Proportion of the issued Shares held by each shareholder (other than the Proposed Sellers and the Proposed Buyer or persons connected with or acting in concert with them) (such offer being a "**Tag Offer**"), on the following terms:

24 2 1 the consideration paid for each Share shall be equal to the highest amount offered for each Share pursuant to the Proposed Sale or paid by the Proposed Buyer or any person connected therewith or acting in concert therewith for a Share in the twelve months ending on the date of the written notice given pursuant to Article 24 1,

24 2 2 subject to Article 24 3, the consideration shall be in the same form as that offered for the Shares pursuant to the Proposed Sale, shall be paid at the same time and shall be subject to the same payment terms as apply to the Proposed Sale.

24 3 For the purposes of Article 24 2

24.3 1 "consideration" shall

- 24 3 1.1 exclude any consideration in the form of any share, debt instrument or other security in the capital of the Proposed Buyer or any member of the same group of companies as the Proposed Buyer (the "Buyer Group") provided that, if such form of consideration is to be excluded, an alternative consideration for each Share is offered which is of equivalent value to such consideration, and
- 24 3 1.2. for the avoidance of doubt, exclude any right or opportunity offered to a Shareholder to subscribe for or acquire any share, debt instrument or other security in the capital of any member of the Buyer Group which is in addition to the consideration offered for each Share pursuant to the Proposed Sale, and
- 24 3 2. **"Relevant Proportion"** shall mean the same proportion of the Shares held by each shareholder (other than the Proposed Sellers and the Proposed Buyer or persons connected with or acting in concert with them) as the proportion of Shares to be sold by the Proposed Sellers in the Proposed Sale plus any shares sold by them to the Proposed Buyer (including persons acting in concert with him or any connected persons) in the twelve months ending on the date of the notice referred to in Article 24 1 bears to the total number of Shares held by the Proposed Sellers prior to the transfer including those sold by them to the Proposed Buyer as described above.
- 24 4 A Tag Offer shall be made in writing and shall remain open for acceptance for not less than 21 days
- 24 5. If the total number of Shares in respect of which the Tag Offer is accepted is less than the total number of Shares which were subject to the Tag Offer (the difference between the total number of Shares in respect of which acceptances were received by the Proposed Buyer and the total number of Shares which were subject to the Tag Offer being the **"Tag Shortfall"**), the Proposed Sellers shall be entitled (but not obliged) to transfer up to such number of Shares as equals the Tag Shortfall in addition to the Shares proposed to be sold by the Proposed Sellers pursuant to the Proposed Sale
- 24 6 Each shareholder who accepts a Tag Offer (a **"Tagging Shareholder"**) shall pay its pro-rata share (calculated by reference to the number of Shares held by the Tagging Shareholder(s)), as a deduction from the gross pre-tax proceeds to be received pursuant to Article 24.2, without prejudice to any other deductions lawfully required to be made, of the costs reasonably incurred by the Proposed Sellers in connection with the Proposed Sale and the transfer of Shares pursuant thereto to the extent that it can reasonably be demonstrated that such costs were incurred on behalf of all the Tagging Shareholders provided that any such deduction shall only be made to the extent of the cash proceeds received by any Tagging Shareholder after deduction for any relevant tax, and if such proceeds are insufficient to pay such share of costs, such shortfall should be borne by the Proposed Sellers
- 24 7 The provisions of this Article 24 shall not apply to any Proposed Sale which is a Permitted Transfer under Article 22

25 **Drag along**

- 25 1 If the Majority Sellers wish to transfer all of their interest in the Shares ("**Sellers' Shares**") to a bona fide arm's length purchaser ("**Proposed Purchaser**") at any time after the third anniversary of the Adoption Date, the Majority Sellers may require Communisis and such of Communisis' Permitted Transferees who hold Shares at such time ("**Called Shareholder**") to sell and transfer all its shares to the Proposed Purchaser (or as the Proposed Purchaser directs) in accordance with and subject to the provisions of this Article ("**Drag Along Option**")
- 25 2 The Majority Sellers may exercise the Drag Along Option by giving written notice to that effect ("**Drag Along Notice**") at any time after the third anniversary of the Adoption Date before the transfer of the Sellers' Shares to the Proposed Purchaser. The Drag Along Notice shall specify
- 25 2.1 that the Called Shareholder is required to transfer all of its Shares ("**Called Shares**") pursuant to Article 25 1,
- 25 2 2 the person to whom the Called Shares are to be transferred,
- 25 2 3 the consideration payable for the Called Shares being the higher of the same price (both as to nature and amount and including anything that could properly be construed as amounting to consideration for Shares however described or construed) per share as the Proposed Purchaser has offered to acquire the Sellers' Shares and an amount per Called Share at least equal to the Acquisition Price, and
- 25 2 4 the proposed date of the transfer
- 25 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if within 10 Business Days of the date of the Drag Along Notice, the Called Shareholder gives an Exercise Notice to the Majority Sellers, or, if an Exercise Notice is not served, for any reason, the Majority Sellers have not sold the Sellers' Shares to the Proposed Purchaser at the price per shares equal to that specified in the Drag Along Notice within the earlier of 30 Business Days of serving the Drag Along Notice and the Completion Date. Provided no Exercise Notice has been served the Majority Sellers may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 25 4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in Article 25 1.
- 25 5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless:
- 25 5 1 the Called Shareholder and the Majority Sellers agree otherwise in which case the Completion Date shall be the date agreed in writing by the Called Shareholder and the Majority Sellers, or
- 25 5 2 that date is less than 10 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 20th Business Day after delivery of the Drag Along Notice.

- 25.6 The provisions of Article 23 shall apply to any transfer of shares to a Proposed Purchaser (or as it may direct) pursuant to this Article 25
- 25.7 Within 20 Business Days of the Majority Sellers serving a Drag Along Notice on the Called Shareholder, the Called Shareholder shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholder, on behalf of the Proposed Purchaser, the amount it is due for its Shares pursuant to Article 25.2 to the extent that the Proposed Purchaser has put the Company in the requisite funds or, if the Proposed Purchaser has not put the Company in the requisite funds, then the Proposed Purchaser shall pay the amount due to the Called Shareholder for the Called Shares directly on such date. The Company's receipt for the price shall be a good discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholder pursuant to this article in trust for the Called Shareholder without any obligation to pay interest.
- 25.8 To the extent that the Proposed Purchaser has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to Article 25.7, the Called Shareholder shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholder shall have no further rights or obligations under this article 25 in respect of its Shares.
- 25.9 If the Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Sellers to be its agent and attorney to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for the Called Shareholder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Purchaser (or as they may direct) as the holder thereof. After the Proposed Purchaser (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this Article 25.

26 **Authority to Capitalise and Appropriation of Capitalised Sums**

Model Article 36 shall be modified by deleting the words "ordinary resolution" in the first line and substituting instead the words "special resolution"

DECISION-MAKING BY SHAREHOLDERS

27 **Calling General Meetings**

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.

28. **Quorum for General Meetings**

The quorum for a general meeting shall be three members (present in person or by proxy).

29 **Chairing General Meetings**

29 1 The Chairman shall chair general meetings if present and willing to do so

29 2 The person chairing a general meeting in accordance with this Article is referred to as the "**Chairman of the Meeting**".

30 **Adjournment of General Meetings**

30 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 (or, failing him, a director of the Company) 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.

30 2 When adjourning a general meeting pursuant to Article 30 1, the Chairman of the Meeting (or, if applicable, other director) must

30 2 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

30 2 2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting

30 3. If the continuation of an adjourned meeting adjourned pursuant to Article 30.1 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):

30.3 1 to the same persons to whom notice of the Company's general meetings is required to be given; and

30.3 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.

31. **Voting at General Meetings**

31.1 No share held by GL or JL shall confer any right to vote upon a resolution for the appointment or removal from office of a Communisis Director.

31.2 The Chairman of the Meeting shall not have a casting vote.

32. **Poll Votes**

32 1 In addition to the persons set out in Model Articles 44(2)(a) and (b), a poll may also be demanded by any person having the right to vote on the resolution

32 2 The following sentence shall be inserted at the end of Model Article 44(3) "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made "

33 Content of Proxy Notices

- 33.1 In addition to the requirements set out in Model Articles 45(1)(a) to (d), a proxy notice, in order to be valid, must be 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.
- 33.2. Model Articles 45(1)(b) and (d) shall be modified by the insertion of the words "or adjourned meeting" after the words "and the general meeting" and Model Article 45(1)(d) shall also be modified by deleting the words "they relate" and substituting instead the words "it relates"

34 Delivery of Proxy Notices

- 34.1 The following sentence shall be inserted at the end of Model Article 46(1) "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:

34.1.1 on a show of hands, be invalid;

34.1.2. on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates "

- 34.2 Model Article 46(3) shall be modified by deleting the words "delivered before the start" and substituting instead the words "received by the Company before the commencement".
- 34.3 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

35 Corporate representatives

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

- 35.1 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;
- 35.2 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
- 35.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting (or at any separate meeting of the holders of any class of share) 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

ADMINISTRATIVE ARRANGEMENTS

36 Form of Notice

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

37 Notices to the Company

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

- 37 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;
- 37 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;
- 37 3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose, or
- 37 4 by any other means authorised in writing by the Company.

38 Notices to Shareholders

38 1 Any notice, document or other information may be served on or sent or supplied to any shareholder

- 38 1 1 personally,
- 38 1 2 by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address;
- 38 1 3. by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder,
- 38 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
- 38 1 5 by any other means authorised in writing by the relevant shareholder.

38 2 Nothing in Article 38 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

38 3 In the case of joint holders of a share.

- 38 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
- 38 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

39 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)

- 39 1. personally,
- 39 2. (other than a notice of a proposed directors' written resolution) by word of mouth,
- 39 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,
- 39 4 by delivering it by hand to or leaving it at that address in an envelope addressed to him,
- 39 5. by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose, or
- 39 6 by any other means authorised in writing by the director.

40 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)

- 40 1 addressed to a shareholder or a director in the manner prescribed by these Articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received
 - 40.1 1 (if prepaid as first class) 24 hours after it was posted,
 - 40 1.2 (if prepaid as second class) 48 hours after it was posted;
 - 40 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,
- 40 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 these Articles, shall be deemed to have been received on the day it was so delivered or left,
- 40 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,
- 40 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

41. **Company Seals**

Model Article 49(3) is modified by deleting the words "at least" and substituting instead the words "two directors, one director and the company secretary (if any) or"

42 **Directors' Indemnity and Insurance**

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

- 42.1 indemnify any director of the Company or of any associated company against any liability,
- 42.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company

