

**Company number 03308248**

**SPECIAL RESOLUTION  
OF  
IMPRESS NORTH EAST LIMITED  
(the **Company**)**

Passed on 21st August 2017

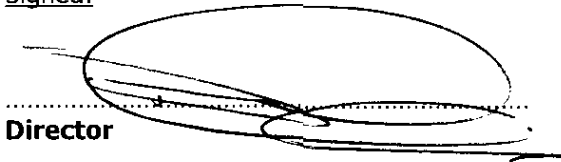
The following resolution was duly passed as a special resolution by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

**SPECIAL RESOLUTION**

THAT, with effect from the conclusion of the meeting the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

Signed:

.....  
**Director**



FRIDAY



\*A6FIF0TF\*

A24

22/09/2017

#245

COMPANIES HOUSE


# Articles of Association

of

## Impress North East Limited

(adopted by special resolution passed on ~~21st August~~ 2017)

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

SIGNED   
MINCOFFS SOLICITORS LLP  
NEWCASTLE UPON TYNE NE2 1SQ

21/08/17

ADOPTED BY SPECIAL RESOLUTION  
21/08/17 

**mincoffs**  
**SOLICITORS**

5 Osborne Terrace, Newcastle upon Tyne NE2 1SQ

DX: 62550 Jesmond

T: 0191 281 6151 F: 0191 281 8069

[www.mincoffs.co.uk](http://www.mincoffs.co.uk) [info@mincoffs.co.uk](mailto:info@mincoffs.co.uk)

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**  
**OF**  
**IMPRESS NORTH EAST LIMITED**  
**COMPANY NUMBER: 03308248**

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(Adopted by special resolution passed on 21st August 2017)

**PART 1 – INTERPRETATION AND LIMIT ON LIABILITY**

**1. Interpretation**

Unless the context otherwise requires, the definitions and rules of interpretation in this article 1 apply in these Articles.

**1.1 Definitions:**

<b>A Share:</b>	an A ordinary share of £1.00 in the capital of the Company.
<b>Act:</b>	the Companies Act 2006.
<b>Agreement Period:</b>	has the meaning given in article 32.3(a).
<b>Allocation Notice:</b>	has the meaning given in article 32.6.
<b>Appointed Director:</b>	has the meaning given in article 17.2.
<b>Appointing Shareholder:</b>	has the meaning given in article 17.2.
<b>appointor:</b>	has the meaning given in article 20.1.
<b>Articles:</b>	the Company's articles of association for the time being in force.
<b>B Share:</b>	a B ordinary share of £1.00 in the capital of the Company.
<b>Bad Leaver:</b>	an Employee who becomes a Departing Employee in circumstances where he is not a Good Leaver.
<b>Business Day:</b>	any day (other than a Saturday, Sunday or public holiday in England) when the banks in London are open for transactional business.
<b>C Share:</b>	a C ordinary share of £1.00 in the capital of the Company.
<b>Called Shareholder:</b>	has the meaning given in article 35.1.
<b>Called Shares:</b>	has the meaning given in article 35.2(a).

<b>capitalised sum:</b>	has the meaning given in article 46.1.
<b>chairman:</b>	has the meaning given in article 11.2.
<b>chairman of the meeting:</b>	has the meaning given in article 49.
<b>Companies Acts:</b>	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company.
<b>Company:</b>	Impress North East Limited, a private company limited by shares incorporated and registered in England and Wales with company number 03308248.
<b>Compulsory Employee Transfer:</b>	has the meaning given in article 33.1(d).
<b>Concert Party:</b>	has the meaning given in article 17.2(b).
<b>Conflict:</b>	has the meaning given in article 14.2.
<b>Control:</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010 (and reference to a <b>change of Control</b> shall be construed accordingly).
<b>Controlling Interest:</b>	an interest in shares conferring on the holder(s) Control of the Company.
<b>D Share:</b>	a D ordinary share of £1.00 in the capital of the Company.
<b>Deemed Transfer Notice:</b>	has the meaning given in article 31.8.
<b>Departing Employee:</b>	an Employee (other than an Employee holding Ordinary Shares) who ceases to be a director or employee of, or ceases to provide consultancy services to, any Group Company and who does not continue as, or immediately upon such cessation become, a director or employee of, or provider of consultancy services to, any other Group Company.
<b>director:</b>	a director of the Company (and includes any person occupying the position of director by whatever name called).
<b>distribution recipient:</b>	has the meaning given in article 41.
<b>Drag Along Notice:</b>	has the meaning given in article 35.2.
<b>Drag Along Option:</b>	has the meaning given in article 35.1.
<b>E Share:</b>	an E ordinary share of £1.00 in the capital of the Company.
<b>eligible director:</b>	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not, in accordance with these Articles and/or the Act, to be counted in respect of the particular matter).
<b>Employee:</b>	an individual who is, or has been, a director and/or an employee of, or who does provide or has provided consultancy services to, any Group Company.
<b>Expert:</b>	an independent chartered accountant of not less than ten years' standing, who shall be nominated by agreement between the directors and the Proposed Transferor (or failing such agreement within ten Business Days of the expiry of the Agreement Period,

	nominated, at request of either the directors or the Proposed Transferor, by the President (or next senior available officer) for the time being of the Institute of Chartered Accountants in England and Wales).
<b>Fair Value:</b>	has the meaning given in article 36.2.
<b>F Share:</b>	an F ordinary share of £1.00 in the capital of the Company.
<b>fully paid:</b>	in relation to a share, means that Issue Price been paid to the Company.
<b>G Share:</b>	a G ordinary share of £1.00 in the capital of the Company.
<b>general rule:</b>	has, in relation to directors' decision making, the meaning given in article 7.1.
<b>Good Leaver:</b>	an Employee who becomes a Departing Employee: <ul style="list-style-type: none"> <li>(a) by reason of:             <ul style="list-style-type: none"> <li>(i) death; or</li> <li>(ii) permanent disability or permanent incapacity through ill-health; or</li> <li>(iii) retirement at normal retirement age; or</li> </ul> </li> <li>(b) and is otherwise resolved to be such by the directors (in their absolute discretion).</li> </ul>
<b>Group:</b>	the Company, any subsidiary or any holding company of the Company from time to time, and any subsidiary from time to time of a holding company (and a reference to a <b>member of the Group</b> or similar expression shall mean any of them).
<b>H Share:</b>	a H ordinary share of £1.00 in the capital of the Company.
<b>holder:</b>	in relation to shares, means the person for the time being whose name is entered in the register of members as the holder of those shares.
<b>I Share:</b>	an I ordinary share of £1.00 in the capital of the Company.
<b>instrument:</b>	a document in hard copy form.
<b>Interested Director:</b>	has the meaning given in article 14.2.
<b>Issue Price:</b>	in respect of a share, the subscription price paid, or agreed to be paid, for that share (including any share premium) on the allotment and issue of that share.
<b>New Shareholder:</b>	has the meaning given in article 35.10.
<b>Non-Voting Shares:</b>	together, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares and the I Shares.
<b>Non-Voting Shareholder:</b>	a holder of Non-Voting Shares.
<b>Ordinary Share:</b>	an ordinary share of £1.00 in the capital of the Company.

<b>Ordinary Shareholder:</b>	a holder of Ordinary Shares.
<b>paid:</b>	paid or credited as paid (and <b>unpaid</b> shall be construed accordingly).
<b>participate:</b>	in relation to a directors' meeting, has the meaning given in article 10.
<b>persons entitled:</b>	has the meaning given in article 46.1.
<b>Proposed Buyer:</b>	has the meaning given in article 35.1.
<b>Proposed Sale Price:</b>	has the meaning given in article 32.1(c).
<b>Proposed Transferee:</b>	has the meaning given in article 32.1(a).
<b>Proposed Transferor:</b>	has the meaning given in article 32.1.
<b>proxy notice:</b>	has the meaning given in article 56.
<b>Purchaser:</b>	has the meaning given in article 32.6.
<b>Relevant Holding Company:</b>	has the meaning given in article 34.
<b>Relevant Shares:</b>	has the meaning given in article 33.3.
<b>Sale Price:</b>	has the meaning given in article 32.3.
<b>Sellers' Shares:</b>	has the meaning given in article 35.1.
<b>Selling Shareholders:</b>	has the meaning given in article 35.1.
<b>shareholder:</b>	a person who is the holder of a share.
<b>shares:</b>	shares (of any class or denomination) in the capital of the Company.
<b>Transfer Notice:</b>	has the meaning given in article 32.1.
<b>transmittee:</b>	a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.
<b>writing or written:</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

## 1.2 Rules of interpretation:

- (a) A reference to:
  - (i) a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act;
  - (ii) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - (iii) a share includes a beneficial or other interest in a share;
  - (iv) an **article** is a reference to the relevant article of these Articles;
  - (v) one gender shall include a reference to the other genders;
  - (vi) statutes or statutory provisions is a reference to them as amended, extended or re-enacted from time to time; and shall include all subordinate legislation made from time to time under that statute or statutory provision; and
  - (vii) the **transfer of a share** (or similar expression) includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share.
- (b) Any words following the terms **including, include, in particular, for example** (or any similar expression) shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Similarly,



where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

- (c) Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- (d) Save as otherwise specifically provided in these Articles, words and expressions which have a particular meaning in the Companies Acts shall have the same meaning in these Articles.
- (e) Words in the singular shall include the plural and in the plural shall include the singular.

## **2. Liability of the members**

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

# **PART 2 – DIRECTORS**

## **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **3. Directors' general authority**

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

### **4. Shareholders' reserve power**

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **5. Delegation**

- 5.1 Subject to the other provisions of these Articles, the directors may delegate any of the powers which are conferred on them under these Articles:
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions,as they think fit.
- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## 6. **Committees**

Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors.

## **DECISION-MAKING BY DIRECTORS**

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

7.1 Subject to article 7.2, the **general rule** about decision-making by directors is that any decision of the directors must be either:

- (a) a majority decision at a meeting of the directors; or
- (b) a decision taken in accordance with article 8.

7.2 If:

- (a) the Company only has one director for the time being; and
- (b) no provision of these Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision-making.

### 8. **Unanimous decisions**

8.1 A decision of the directors is taken in accordance with this article 8, when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article 8, if the eligible directors would not have formed a quorum at such a meeting.

### 9. **Calling a directors' meeting**

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

9.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) 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.

9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### 10. **Participation in directors' meetings**

10.1 Subject to the other provisions of these Articles, directors **participate** in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with these Articles; and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 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.
- 11. **Quorum for directors' meetings**
- 11.1 Subject to article 11.2, the quorum for directors' meetings may be fixed from time to time by an ordinary resolution, but:
  - (a) it must never be less than two eligible directors; and
  - (b) unless otherwise fixed it is two eligible directors.
- 11.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 14.2 to authorise a Conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be that one eligible director.
- 11.3 Subject to article 11.5, no business shall be conducted and/or no proposal is to be voted (except a proposal to call another meeting) at any meeting of the directors unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business.
- 11.4 If a quorum is not present within thirty minutes of the time specified for a directors' meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days at the same time and place (unless all the directors for the time being agree otherwise). No more than one such adjournment may be made in respect of a meeting.
- 11.5 If, on resumption of any such meeting following an adjournment pursuant to article 11.4, a quorum is still not present, the meeting shall proceed with those directors present (notwithstanding that those directors may not be eligible directors or form a quorum).
- 12. **Chairing of directors' meetings**
- 12.1 The directors may appoint a director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the "**chairman**".
- 12.3 The directors may terminate the chairman's appointment at any time.
- 12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 13. **Casting vote**

If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting does not have a casting vote.
- 14. **Directors' interests and conflicts**
- 14.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
  - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
  - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
  - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 14.2 The directors may, in accordance with the requirements set out in this article 14, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
- 14.3 Any authorisation under article 14.2 will be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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);
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.
- 14.4 Any authorisation of a Conflict under article 14.2 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged

to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 14.5 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 14.6 The directors 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.
- 14.7 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.
- 14.8 For the purposes of this article 14, references to **proposed decisions** and **decision-making processes** include any directors' meeting or part of a directors' meeting.
- 14.9 Subject to article 14.10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 14.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### 15. **Records of decision to be kept**

- 15.1 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.
- 15.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

#### 16. **Directors' discretion to make further rules**

Subject to the other provisions of these 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, provided that such a rule does not conflict with the provisions of these Articles.

### **APPOINTMENT OF DIRECTORS**

#### 17. **Methods of appointing directors**

- 17.1 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 by ordinary resolution.
- 17.2 Any:
  - (a) member; or

- (b) members acting in concert (within the meaning of the City Code on Takeovers and Mergers, September 2016 edition) (a **Concert Party**);

holding shares conferring (in aggregate) twenty per cent (20%) of the voting rights exercisable (for the time being) on a poll in general meeting of the Company (an **Appointing Shareholder**) shall be entitled to appoint and maintain in office (subject to article 18 and the provisions of the Companies Acts) one director (an **Appointed Director**) and to remove any director so appointed and appoint another director in his place. For the avoidance of doubt, no member (whether alone or acting as part of a Concert Party) or Concert Party shall be entitled to appoint and maintain in office more than one director pursuant to this article.

- 17.3 The appointment and removal of any Appointed Director shall be made by notice in writing (signed by or on behalf of the relevant holder or holders of the shares) served upon the Company at its registered office. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 17.4 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- 17.5 For the purposes of article 17.4, 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.

18. **Termination of director's appointment**

A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law; or
- (b) a bankruptcy order is made against that person; or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (d) 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
- (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (f) in the case of an Appointed Director, notification of his removal from office is received from his Appointing Shareholder (in accordance with article 17.3), and such removal has taken effect in accordance with the terms of such notice.

19. **Directors' remuneration**

- 19.1 Directors may undertake any services for the Company that the directors decide.
- 19.2 Directors are entitled to such remuneration as the directors determine:
- (a) for their services to the Company as directors; and
  - (b) for any other service which they undertake for the Company.
- 19.3 Subject to the other provisions of these Articles, a director's remuneration may:
- (a) take any form; and
  - (b) 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.
- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

19.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

**20. Appointment and removal of alternate directors**

20.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

20.2 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.

20.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

**21. Rights and responsibilities of alternate directors**

21.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

21.2 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

21.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).

21.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

21.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

**22. Termination of alternate directorship**

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

**23. Directors' expenses**

23.1 The Company may pay any reasonable expenses which the directors (including alternate) and the secretary properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) 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.

**COMPANY SECRETARY**

**24. Secretary**

The directors may appoint any person who is willing to act as the Company's secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

**PART 3 – SHARES AND DISTRIBUTIONS**

**SHARES**

**25. Share capital**

25.1 Except:

- (a) as provided otherwise in these Articles; and
- (b) for the purposes of dividends, where a dividend may be declared and/or paid (at the discretion of the directors) on one or more classes of share without being declared and/or paid on all classes of shares,

the Ordinary Shares, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares and the I Shares shall rank *pari passu* but shall constitute separate classes of shares.

25.2 If, at any time, there are no shares of a class in issue, these Articles shall (for so long as there are no shares of that class in issue) be read as if they do not include any reference to that class of shares.

**26. All shares to be fully paid up**

26.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

26.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.



27. **Powers to issue different classes of shares**

27.1 Subject to the other provisions of these Articles, but without prejudice to the rights attached to any existing shares, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

27.2 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, and the directors may determine the terms, conditions and manner of redemption of any such shares.

28. **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 these 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.

29. **Share certificate**

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

29.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

29.3 No certificate may be issued in respect of shares of more than one class.

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

29.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

30. **Replacement share certificates**

30.1 If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

30.2 A shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence and indemnity as the directors decide.

31. **Share transfers: general**

31.1 No share shall be transferred, and the directors shall refuse to register a transfer of any share, unless it is made:

- (a) with the prior written consent of the holder of shares conferring (in aggregate) ninety per cent (90%) of the voting rights exercisable (for the time being) on a poll in general meeting of the Company; or
  - (b) otherwise in accordance with:
    - (i) article 32 (general pre-emption);
    - (ii) article 33 (compulsory transfers);
    - (iii) article 34 (Group change of Control); or
    - (iv) article 35 (drag-along).
- 31.2 Subject to article 31.7, the directors must register any duly stamped or certified exempt transfer made in accordance with article 31.1, unless they suspect that the proposed transfer may be fraudulent.
- 31.3 Shares may be transferred (in accordance with these Articles) 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.
- 31.4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 31.5 The Company may retain any instrument of transfer which is registered.
- 31.6 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 31.7 The directors may (and shall, if requested by those shareholders who together hold a Controlling Interest for the time being (together the **Controlling Shareholders**)), as a condition to the registration of any transfer of shares, require the transferee to execute and deliver to the Company a deed, in favour of the Controlling Shareholders, agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between those Controlling Shareholders, in such form as the Controlling Shareholders may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). If any condition is imposed in accordance with this, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.
- 31.8 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles (a **Deemed Transfer Notice**), the Deemed Transfer Notice shall have the same effect as a Transfer Notice, save that:
- (a) it does not identify a Proposed Transferee, or state a Proposed Sale Price, or specify a Total Transfer Condition;
  - (b) it shall be deemed that the Proposed Transferor wishes to transfer all the shares held by him (including any shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of shares pursuant to the relevant Transfer Notice);
  - (c) it shall be irrevocable; and
  - (d) subject to article 33.2, the Sale Price for the relevant Sale Shares shall be the aggregate Fair Value of those shares.
- 31.9 Any Transfer Notice served in respect of the transfer of any share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.
- 31.10 Any transfer of shares made in accordance with the provisions of articles 31.1(a), 32, 33 or 35 shall be deemed to include a warranty that the transferor sells the relevant share(s) with full title guarantee.

32. **Share transfers: general pre-emption**

- 32.1 Except in the case of any transfer of shares made pursuant to articles 31.1(a), 33, 34 and 35, a shareholder who intends to transfer or otherwise dispose of all or some only of his shares (a **Proposed Transferor**) shall, before so doing or agreeing so to do, inform the Company of his intention by giving it notice in writing (a **Transfer Notice**), such notice specifying:
- (a) the identity of the proposed transferee (the **Proposed Transferee**);
  - (b) the number and class of shares the Proposed Transferor wishes to dispose of (the **Sale Shares**);
  - (c) the price per share (in cash or otherwise) at which the Proposed Transferor proposes to sell those shares (the **Proposed Sale Price**); and
  - (d) whether or not the Proposed Transferor wishes to impose a **Total Transfer Condition** (meaning a condition that, unless all of the Sale Shares are sold pursuant to the following provisions of this article 32, none shall be so sold).
- 32.2 A Transfer Notice shall constitute the Company as the agent of the Proposed Transferor, empowered to sell the Sale Shares (together with all rights then attached to them) at the Sale Price to any member in the manner appearing below, and shall not (save as set out in article 32.4) be revocable, except with the unanimous agreement of the directors.
- 32.3 Subject to articles 31.8(d) and 33.2, the **Sale Price** shall be either:
- (a) the price per share which is agreed, in writing, between the Proposed Transferor and the directors within ten Business Days of the Transfer Notice having been given (or deemed to have been given) (the **Agreement Period**); or
  - (b) in the absence of any such agreement having been reached within that Agreement Period, the price per share representing the Fair Value of the Sale Shares (as determined in accordance with article 36).
- 32.4 Save as is provided to the contrary in these Articles, where the Expert has determined the Sale Price in accordance with article 32.3(b), the Proposed Transferor shall be entitled, if the Sale Price is less than the Proposed Sale Price, to revoke the Transfer Notice by giving notice in writing to the Company that he wishes to do so within a period of ten Business Days from the date of receipt by him of the Expert's determination thereof (the **Revocation Period**).
- 32.5 Within five Business Days of the Sale Price being so agreed or determined and fixed, or, if the Transfer Notice is revocable, within five Business Days after the expiry of the Revocation Period, all Sale Shares shall be offered for purchase at the Sale Price by notice in writing (the **Offer**) given by the Company to all shareholders (other than the Proposed Transferor and any other shareholder who has served or is deemed to have served a Transfer Notice to which the provisions of this article 32 still apply at the time of the Offer) specifying the number of the Sale Shares and the Sale Price. The Offer shall be on the basis that in the case of competition for them, the Sale Shares so offered shall (in accordance with, but subject to, the next following article) be sold to those accepting shareholders as follows:
- (a) first to the Ordinary Shareholders in proportion (as nearly as may without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of Ordinary Shares to the total number of Ordinary Shares in issue; and
  - (b) second to the holders of shares of any other class (as if those classes constituted one class of share) and, in the event of competition between such shareholders, in proportion (as nearly as may without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares of any class (but discounting the Ordinary Shares).

Any such Offer shall specify a period (being not less than five Business Days and not more than twenty Business Days) within which it must be accepted or will lapse.

- 32.6 If any shareholders (the **Purchasers**) shall, within the period of the Offer, agree to purchase the Sale Shares concerned (or any of them), the Company shall immediately give notice in writing (an **Allocation Notice**) to the Proposed Transferor and to the Purchasers and, upon payment of that Purchasers' proportion of the Sale Price, the Proposed Transferor shall be bound to transfer such Sale Shares to the respective Purchasers accordingly. Every such Allocation Notice shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him. The sale and purchase of each Purchaser's proportion of the Sale Shares shall be completed at a place and time to be appointed by the directors, such date being not less than five Business Days nor more than ten Business Days after the date of such notice provided that if a Transfer Notice shall contain a Total Transfer Condition, the foregoing provisions of this article 32.6 shall not apply unless the Company shall have found Purchasers for all of the Sale Shares and (unless as aforesaid) any offer referred to in article 32.5 shall be deemed to have lapsed without having been validly accepted.
- 32.7 If a Proposed Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser under article 32.6, the directors may authorise any person (as attorney for the Proposed Transferor) to execute the necessary transfer (and any other documents required to prove title to those shares) and may deliver it on his behalf and the Company may receive the purchase money in trust for the Proposed Transferor (which it shall pay into a separate bank account in the Company's name) and cause the Purchaser to be registered as the holder of such Sale Shares. The receipt by the Company of the purchase monies shall be a good discharge to the Purchaser (who shall not be bound to see to the application of it) and after the Purchaser has been registered in exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall only be bound to pay over such purchase monies on receipt from the Proposed Transferor of the relevant share certificate(s) in respect of the Sale Shares (or if such certificate(s) are lost or destroyed an indemnity acceptable to the Company in respect thereof).
- 32.8 If at the expiry of the period for the acceptance of the Offer (referred to in article 32.5) the shareholders (or any of them) have not agreed to purchase all the Sale Shares so offered the Company shall forthwith give notice of that in writing to the Proposed Transferor and he shall then be at liberty at any time thereafter up to the expiration of three months after the giving of such notice to transfer those Sale Shares which shareholders have not agreed to purchase to the Proposed Transferee at a price which is not less than the Proposed Sale Price, provided that:
- (a) if the relevant Transfer Notice contained a Total Transfer Condition, he shall not be entitled to transfer any of the Sale Shares unless the whole of the Sale Shares are transferred; and
  - (b) the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever being given to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

### 33. **Share transfers: compulsory transfers**

- 33.1 A shareholder is deemed to have served a Transfer Notice under article 32.1 immediately before any of the following events:
- (a) in the case of a shareholder who is an individual:
    - (i) except in the case of a holder of Ordinary Shares or of B Shares, his death;
    - (ii) a petition being presented, or an order being made, for the shareholder's bankruptcy; or
    - (iii) an application to the court being made under section 253 of the Insolvency Act 1986 where the shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
    - (iv) the shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or

- (v) the shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
  - (vi) the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
  - (vii) any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
  - (viii) the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
  - (ix) the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding; or
- (b) in the case of a shareholder which is a company:
- (i) the passing of a resolution for the liquidation of the shareholder, other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's group (the structure of which has been previously approved by the other shareholder in the Company in writing) in which a new company assumes (and is capable of assuming) all the obligations of the shareholder; or
  - (ii) the presentation at court by any competent person of a petition for the winding up of the shareholder and which has not been withdrawn or dismissed within seven days of such presentation; or
  - (iii) the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder; or
  - (iv) any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
  - (v) the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
  - (vi) the shareholder entering into a composition or arrangement with its creditors; or
  - (vii) any chargor taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
  - (viii) a process having been instituted that could lead to the shareholder being dissolved and its assets being distributed among the shareholder's creditors, shareholders or other contributors; or
- (c) in the case of a shareholder who is a company, that company being subject to a change of Control;
- (d) in the case of a shareholder who is an Employee, him becoming a Departing Employee (a **Compulsory Employee Transfer**); or
- (e) the shareholder transferring (or purporting to transfer) a share otherwise than in accordance with these Articles.
- 33.2 Notwithstanding any other provisions of these Articles, the Sale Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee is:
- (a) a Bad Leaver, be restricted to a maximum of the aggregate Issue Price of such Sale Shares; and
  - (b) a Good Leaver, be the aggregate Fair Value of such Sale Shares.
- 33.3 Forthwith upon a Transfer Notice being deemed to be served under article 33.1 the shares subject to the relevant Deemed Transfer Notice (the **Relevant Shares**) shall cease to confer on the holder of them any rights:

- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares;
- (b) to receive dividends or other distributions otherwise attaching to those shares; or
- (c) to participate in any future issue of shares issued in respect of those shares.

The directors may reinstate the rights referred to in this article 33.3 at any time and, in any event, such rights shall be reinstated in respect of any Relevant Shares on completion of such transfer of those Relevant Shares pursuant to the Deemed Transfer Notice.

#### 34. **Share transfers: Group change of Control**

Where the Company is a member of a Group and the holding company of that Group (the **Relevant Holding Company**) is subject to a change of Control, each shareholder (other than the Relevant Holding Company or, if applicable, member of that Group which is a shareholder) is deemed to have served a Transfer Notice for the purposes of article 32.

#### 35. **Share transfers: drag along**

- 35.1 If the holders of (in aggregate) ninety per cent (90%) of of the Ordinary Shares (by nominal value) in issue for the time being (the **Selling Shareholders**) wish to transfer all (but not some only) of their interest in those Ordinary Shares (**Sellers' Shares**) to a bona fide purchaser on arm's-length terms (the **Proposed Buyer**), and such proposed transfer would lead to that Proposed Buyer acquiring a Controlling Interest, the Selling Shareholders shall have the option (the **Drag Along Option**) to require all the other shareholders (the **Called Shareholders**) to sell and transfer all of their interest in their shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the remaining provisions of this article 35.
- 35.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), to each Called Shareholder at any time before the completion of the transfer of the Sellers' Shares to the Proposed Buyer. A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their shares (the **Called Shares**) pursuant to this article 35;
  - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
  - (c) the consideration payable, in cash, for the Called Shares calculated in accordance with article 35.4; and
  - (d) the proposed date of completion of transfer of the Called Shares.
- 35.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within thirty Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 35.4 The consideration (in cash) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be an amount per share equal to that being paid (in cash or otherwise) to the Selling Shareholders for each Sellers' Share.
- 35.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 35.
- 35.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

- (a) all of the Called Shareholders and the Selling Shareholders otherwise agree; or
  - (b) that date is less than ten Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place ten Business Days after the date of service of the Drag Along Notice.
- 35.7 Within ten Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their proportion of the Called Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that ten Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to article 35.4 (to the extent the Proposed Buyer has put the Company in the requisite funds). The Company's receipt for the amounts due pursuant to article 35.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 35.4 in trust for the Called Shareholders without any obligation to pay interest.
- 35.8 To the extent that the Proposed Buyer has not, on the expiration of the ten Business Day period, put the Company in funds to pay the amounts due pursuant to article 35.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 35 in respect of their Called Shares.
- 35.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 35.
- 35.10 Upon any person, following the issue of a Drag Along Notice, becoming a shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, shares, whether or not pursuant to a share option scheme (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 35 shall apply *mutatis mutandis* to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.
- 35.11 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.
36. **Share transfers: valuation**
- 36.1 Where the Sale Price for any shares is, in accordance with these Articles, to be the Fair Value, the remaining provisions of this article 36.
- 36.2 The **Fair Value** shall be the price per share determined by the Expert to be the fair value for those shares. The Expert will determine and certify in writing to the Company the Fair Value

as at the date of the Transfer Notice calculated by him on the following assumptions and basis:

- (a) valuing the Sale Shares as an arm's length sale between a willing seller and a willing buyer;
- (b) on the assumption that the Company and its subsidiaries (if any) will continue in business as a going concern;
- (c) that the Sale Shares are capable of transfer without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the shares issued in the capital of the Company at that date, which value shall not be discounted or enhanced by reference to the number of the Sale Shares; and
- (e) without being restricted to consideration of the latest available accounts but considering in addition the current financial position of the Company and its subsidiaries at the date of the Transfer Notice (as stated in the latest available management accounts) and in the light of all circumstances known at the time.

36.3 The Company shall use its best endeavours to procure that the Expert determines the Sale Price within twenty-one Business Days of being requested to do so. The Expert shall act as an expert and not as an arbitrator and his determination shall be final and binding for all purposes (save in the case of manifest error). The costs of the Expert shall be paid equally by the Proposed Transferor (on the one part) and the Company (on the other part) save that:

- (a) if the Proposed Transferor should withdraw the transfer notice following such determination (pursuant to article 32.4); or
- (b) if at the expiry of the period for the acceptance of the offer referred to in article 32.5 members of the Company have not agreed to purchase any of the Sale Shares;

then the cost of the Expert shall be paid by the Proposed Transferor alone.

### 37. **Transmission of shares**

37.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

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

- (a) may, subject to the other provisions of these Articles, choose either to become the holder of those shares or to have them transferred to another person; and
- (b) subject to the other provisions of these Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

37.3 But transmittees do not have the right to attend or vote at a general meeting, or 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.

### 38. **Exercise of transmittees' rights**

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

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

38.3 Any transfer made or executed under this article 38, 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.



39. **Transmittees bound by prior notices**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 38.2 has been entered in the register of members.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

40. **Procedure for declaring dividends**

- 40.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends, in each case, on such class or classes of shares as the directors (in their discretion) decide.
- 40.2 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.
- 40.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 40.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it 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.
- 40.5 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.
- 40.6 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.
- 40.7 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.

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

- 41.1 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:
- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
  - (b) 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 in writing;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
  - (d) any other means of payment as the directors agree with the distribution recipient in writing.
- 41.2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

**42. 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:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

**43. Unclaimed distributions**

**43.1** All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) 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.

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

**43.3** If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) 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.

**44. Non-cash distributions**

**44.1** 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).

**44.2** 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:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

**45. Waiver of distributions**

**45.1** 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:

- (a) the share has more than one holder; or
- (b) 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**

46. **Authority to capitalise and appropriation of capitalised sums**

- 46.1 Subject to the other provisions of these Articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
  - (b) 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 (the **persons entitled**) and in the same proportions.
- 46.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
  - (b) in the same proportions as a dividend would have been distributed to them.
- 46.3 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.
- 46.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 46.5 Subject to the other provisions of these Articles the directors may:
- (a) apply capitalised sums in accordance with articles 46.3 and 46.4 partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) 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.

## **PART 4 – DECISION MAKING BY SHAREHOLDERS**

### **ORGANISATION OF GENERAL MEETINGS**

47. **Attendance and speaking at general meetings**

- 47.1 Save as otherwise provided in these Articles, a person is able attend and exercise the right to speak at a general meeting when that person is entitled to receive notice of, attend and vote on resolutions to be decided at such meeting and 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.
- 47.2 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.
- 47.3 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- 47.4 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.
- 47.5 Subject to article 50, the Non-Voting Shareholders shall not be entitled to receive notice of, or attend and speak at, any general meeting (provided that, where a Non-Voting Shareholder also holds voting shares, nothing in this article will act so as to prevent that shareholder from receiving notice of, attending and speaking at a general meeting in his capacity as a holder of voting shares).
48. **Quorum for general meetings**
- 48.1 Subject to article 48.2, the quorum for a general meeting (or any such adjourned meeting) is two members (or their appointed proxies) who are entitled to vote on the resolutions to be decided at such meeting.
- 48.2 If, for the time being, the Company only has one member, then (notwithstanding article 48.1), for so long as the Company only has one member, the quorum for a general meeting is that sole member (or a proxy appointed by him).
- 48.3 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.
49. **Chairing general meeting**
- 49.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 49.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present; or
  - (b) (if no directors are present), 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.
- 49.3 The person chairing a meeting in accordance with this article 49 is referred to as "**the chairman of the meeting**".
50. **Attendance and speaking by directors and non-shareholders**
- 50.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 50.2 The chairman of the meeting may permit other persons who are not:
- (a) shareholders of the Company; or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.
51. **Adjournment**
- 51.1 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.
- 51.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
  - (b) 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.

- 51.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 51.4 When adjourning a general meeting, the chairman of the meeting must:
- (a) 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
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 51.5 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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.
- 51.6 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**

### **52. Voting: general**

- 52.1 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) 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.
- 52.2 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 these Articles.

### **53. Voting: restrictions**

The Non-Voting Shares shall not carry any rights to vote on any resolutions of the Company (whether at general meeting or proposed by way of written resolution) and this is a class restriction which applies to each class of Non-Voting Shares.

### **54. Errors and disputes**

- 54.1 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.
- 54.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **55. Poll votes**

- 55.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) 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.
- 55.2 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 55.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
  - (b) the chairman of the meeting consents to the withdrawal.
- 55.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 56. **Content of proxy notices**
- 56.1 Proxies may only validly be appointed by a notice in writing (**a proxy notice**) which:
  - (a) states the name and address of the shareholder appointing the proxy;
  - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate.
- 56.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 56.3 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.
- 56.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) 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
  - (b) 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.
- 57. **Delivery of proxy notices**
- 57.1 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.
- 57.2 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.
- 57.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 57.4 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.
- 58. **Amendments to resolutions**
- 58.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - (a) 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

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 58.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 58.3 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**

### **59. Change of the Company's name**

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the shareholders; or
- (c) otherwise, in accordance with the Act.

### **60. Means of communication to be used**

- 60.1 Subject to the other provisions of these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 60.2 Subject to the other provisions of these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 60.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **61. Company seals**

- 61.1 Any common seal may only be used by the authority of the directors.
- 61.2 The directors may decide by what means and in what form any common seal is to be used.
- 61.3 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 at least one authorised person in the presence of a witness who attests the signature.
- 61.4 For the purposes of this article 61, an **authorised person** is:
- (a) any director of the Company;
  - (b) the Company secretary (if any); or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

62. **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.

63. **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**

64. **Indemnity and insurance**

64.1 Subject to article 64.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them;
  - (ii) in relation to the Company's (or an associated company's) activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 64.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

64.2 This article 64 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

64.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

64.4 In this article 64:

- (a) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company;
- (b) a **relevant officer** means any director or other officer or former director or other officer of the Company or associated company (including any company which is a trustee of an occupational pension scheme), but excluding in each case any person engaged by the Company or associated company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (c) an **associated company** mean any member of the Company's Group (and a reference to **associated companies** shall be construed accordingly).