

Company Number 03517613

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**OF**

**A CLASS OF MEMBERS OF RWC PARTNERS LIMITED (the "Company")**

**PROPOSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ACCORDANCE WITH  
SECTION 291 OF THE COMPANIES ACT 2006**

**SPECIAL RESOLUTION**

On 27 February 2013, the following special resolution was agreed and passed by a class of the members of the Company

That the regulations contained in the document attached be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all existing articles of association thereof



James Kaufmann, Company Secretary

THURSDAY



\*L23OCH2Q\*

LD2

07/03/2013

#95

COMPANIES HOUSE

**Company No: 03517613**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

---

**AMENDED AND RESTATED  
ARTICLES OF ASSOCIATION  
OF**

**RWC PARTNERS LIMITED**  
(Adopted by Special Resolution on 27 February 2013)

---

## **PART 1**

### **INTERPRETATION, LIMITATION OF LIABILITY AND REGISTERED OFFICE**

1	DEFINED TERMS	4
2	NAME	9
3	LIABILITY OF MEMBERS	9
4	REGISTERED OFFICE	9

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

5	DIRECTORS' GENERAL AUTHORITY	10
6	SHAREHOLDERS' RESERVE POWER	10
7	DIRECTORS MAY DELEGATE	10
8	COMMITTEES	10

#### **PROCEEDINGS OF DIRECTORS**

9	CALLING A DIRECTORS' MEETING	10
10	PARTICIPATION IN DIRECTORS' MEETINGS	11
11	QUORUM FOR DIRECTORS' MEETINGS	11
12	CHAIRING OF DIRECTORS' MEETINGS	11
13	VOTING AT DIRECTORS' MEETINGS	12
14	CONFLICTS OF INTEREST	12
15	RECORDS OF DECISIONS TO BE KEPT	13
16	DIRECTORS' DISCRETION TO MAKE FURTHER RULES	13

#### **APPOINTMENT OF DIRECTORS**

17	METHODS OF APPOINTING DIRECTORS	13
18	TERMINATION OF DIRECTOR'S APPOINTMENT	14
19	DIRECTORS' REMUNERATION	15
20	DIRECTORS' EXPENSES	15

## **PART 3**

### **SHARES**

21	ALL SHARES TO BE FULLY PAID UP	17
22	SHARE CAPITAL AND ISSUE OF SHARES	17
23	PRE-EMPTION ON ISSUE OF SHARES	19
24	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	20
25	SHARE CERTIFICATES	20
26	REPLACEMENT SHARE CERTIFICATES	20
27	LIMIT ON EBT	20

## **PART 4**

### **SHARE TRANSFERS**

28	REDESIGNATION OF A SHARES AS B SHARES	21
29	DIRECTORS' REGISTRATION	21
30	TRANSFER PERIODS	21
31	PRE-EMPTION ON TRANSFER	22
32	DEEMED TRANSFER	25
33	DRAG ALONG	27
34	TAG ALONG	29
35	TRANSMISSION OF SHARES	30
36	LIEN	31
37	CALLS ON SHARES AND FORFEITURE	31
38	PUT AND CALL	34

## **PART 5**

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

39	PROCEDURE FOR DECLARING DIVIDENDS	37
40	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	37
41	NO INTEREST ON DISTRIBUTIONS	38
42	UNCLAIMED DISTRIBUTIONS	38
43	NON-CASH DISTRIBUTIONS	38
44	WAIVER OF DISTRIBUTIONS	39

### **CAPITALISATION OF PROFITS**

45	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	39
----	---	----

## **PART 6**

### **DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

46	ANNUAL GENERAL MEETING	40
47	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	40
48	QUORUM FOR GENERAL MEETINGS	40
49	CHAIRING GENERAL MEETINGS	41
50	ADJOURNMENT	41

#### **VOTING AT GENERAL MEETINGS**

51	VOTING GENERAL	42
52	ERRORS AND DISPUTES	42
53	POLL VOTES	42
54	CONTENT OF PROXY NOTICES	43

55	DELIVERY OF PROXY NOTICES	43
56	AMENDMENTS TO RESOLUTIONS	43
<b>PART 7</b>		
<b>ADMINISTRATIVE ARRANGEMENTS</b>		
57	COMPANY SECRETARY .	45
58	MEANS OF COMMUNICATION TO BE USED .	45
59	EXECUTION OF DOCUMENTS	45
60	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	45
61	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	45
<b>DIRECTORS' INDEMNITY AND INSURANCE</b>		
62	INDEMNITY .	46
63	INSURANCE	46

## **PART 1**

### **INTERPRETATION, LIMITATION OF LIABILITY AND REGISTERED OFFICE**

#### **1. DEFINED TERMS**

1.1 In the Articles, unless the context requires otherwise

<b>“A Director”</b>	has the meaning given in Article 17 2,
<b>“A Shareholder”</b>	means any holder of A Shares,
<b>“Accepting Shareholder”</b>	has the meaning given in Article 34 7,
<b>“Acceptor”</b>	has the meaning given in Article 31 11,
<b>“Act”</b>	means the Companies Act 2006,
<b>“Agreed Basis”</b>	has the meaning given in Article 38 3 1,
<b>“Articles”</b>	means the Company’s articles of association,
<b>“B Director”</b>	has the meaning given in Article 17 3,
<b>“B Shareholder Majority”</b>	means the holder or holders of a majority by nominal value of the B Shares,
<b>“B Shareholder”</b>	means any holder of B Shares,
<b>“Business Day”</b>	means any day on which banks in England and Wales are open for business,
<b>“Call Notice”</b>	has the meaning given in Article 37 1,
<b>“Call Option Notice”</b>	has the meaning given in Article 38.2,
<b>“Call Option Valuation”</b>	has the meaning given in Article 38 3.3,
<b>“Call Payment Date”</b>	has the meaning given in Article 37 10 1,
<b>“Call”</b>	has the meaning given in Article 37 1,
<b>“Capitalised Sum”</b>	has the meaning given in Article 45 1 2,
<b>“Chairman of the Meeting”</b>	has the meaning given in Article 49,
<b>“Chairman”</b>	has the meaning given in Article 12,
<b>“Companies Acts”</b>	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,
<b>“Company Secretary”</b>	has the meaning given in Article 57 1,
<b>“Company”</b>	means RWC Partners Limited,
<b>“Control”</b>	in relation to a body corporate means the ability of a person to ensure that the activities and business of that body

	corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses the majority of the voting rights attaching to the issued share capital in that body corporate,
<b>“Director”</b>	means a director of the Company, and includes any person occupying the position of Director, by whatever name,
<b>“Disenfranchisement Notice”</b>	has the meaning given in Article 32 3 2,
<b>“Distribution Recipient”</b>	has the meaning given in Article 40 2,
<b>“Distribution Recipient”</b>	has the meaning given in Article 40,
<b>“Document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form,
<b>“Drag Along Notice”</b>	has the meaning given in Article 33 4,
<b>“Drag Along Offer”</b>	has the meaning given in Article 33 1,
<b>“Dragged Shareholders”</b>	has the meaning given in Article 33 2,
<b>“Dragging Shareholders”</b>	has the meaning given in Article 33 1,
<b>“EBT”</b>	means any trust or other vehicle established and funded by the Company for the purpose of providing incentivisation to employees of the Company (or members of Group Companies which are partnerships),
<b>“External Price”</b>	has the meaning given in Article 31 1,
<b>“External Shareholder”</b>	means any Shareholder who (i) owns A Shares and (ii) is neither an employee of any Group Company nor a member of any Group Company which is a partnership, provided that a Leaving Shareholder shall not be counted as an External Shareholder until the earlier of the final Sale Offer in respect of the Sale Notice deemed to have been served under Article 32 1 having either (i) been declined, or (ii) expired,
<b>“Family Trust”</b>	in relation to an individual means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that individual or the Family of that individual,
<b>“Family”</b>	in relation to an individual means his spouse, his civil partner, his parents, his descendants, including persons claiming descendency by adoption, his brothers and sisters and the estates of any such persons,
<b>“fully paid”</b>	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share

	have been paid to the Company,
<b>“Group Company”</b>	means the Company and any direct or indirect subsidiary undertaking of the Company,
<b>“Instrument”</b>	means a Document in hard copy form (according to the meaning given in section 1168 of the Act),
<b>“Leaving Shareholder”</b>	has the meaning given in Article 32 1,
<b>“Mandatory Sale Notice”</b>	has the meaning given in Article 31 2,
<b>“Market Value”</b>	has the meaning given in Article 30 3,
<b>“New Shareholder”</b>	has the meaning given in Article 33 9,
<b>“Offer Period”</b>	has the meaning given in Article 23 2 3,
<b>“Offer Shares”</b>	has the meaning given in Article 23.2 1,
<b>“Ordinary Resolution”</b>	has the meaning given in section 282 of the Act,
<b>“paid”</b>	means paid or credited as paid,
<b>“parent undertaking”</b>	has the meaning given in section 1162 of the Act,
<b>“participate”</b>	in relation to a Directors’ meeting, has the meaning given in Article 10,
<b>“Permitted Person”</b>	means <ul style="list-style-type: none"> <li>(a) in relation to an individual, a corporate entity in which that individual is the sole shareholder,</li> <li>(b) a Family Trust, or</li> <li>(c) in relation to a corporate entity, (i) another corporate entity which is its direct or indirect subsidiary undertaking, (ii) its Ultimate Parent, and (iii) any direct or indirect subsidiary undertaking of its Ultimate Parent,</li> </ul>
<b>“Permitted Person Transferee”</b>	means a person to whom a Permitted Transfer has been made,
<b>“Permitted Person Transferor”</b>	means a person who has transferred Shares pursuant to a Permitted Transfer,
<b>“Permitted Transfer”</b>	means the transfer of Shares to a Permitted Person, or any other transfer which is deemed to be a Permitted Transfer by the Principals and B Shareholder Majority,
<b>“Persons Entitled”</b>	has the meaning given in Article 45 1.2,
<b>“Pre-Emptive Shareholders”</b>	has the meaning given in Article 23 2,



<b>“Principals”</b>	means Peter Harrison, Mike Corcell, John Innes, Dan Mannix, Ajay Gambhir and Davide Basile, and  (a) such other persons as may be determined by the Principals, and  (b) such persons as may take over the role(s) vacated by any Principal who ceases to be an employee of any Group Company or member of any Group Company that is a partnership,  and any such person shall cease to be a Principal at such time as may be determined by the other Principals,
<b>“Proposed Buyer”</b>	means a bona-fide arms’ length party which has expressed an interest in purchasing Shares,
<b>“Proxy Notice”</b>	has the meaning given in Article 54 1,
<b>“Put Option Notice”</b>	has the meaning given in Article 38 6,
<b>“Put Option Valuation”</b>	has the meaning given in Article 38 7 3
<b>“Putting Shareholder”</b>	has the meaning given in Article 38 6;
<b>“Relevant Director”</b>	means any director or former director of any Group Company,
<b>“Relevant Loss”</b>	has the meaning given in Article 63 2,
<b>“Relevant Rate”</b>	has the meaning given in Article 37 10 2,
<b>“Sale Date”</b>	has the meaning given in Article 34 3,
<b>“Sale Notice”</b>	has the meaning given in Article 31 1,
<b>“Sale Offer”</b>	has the meaning given in Article 31 4,
<b>“Sale Price”</b>	has the meaning given in Article 31 3,
<b>“Sale Shares”</b>	has the meaning given in Article 31 1,
<b>“Seller”</b>	has the meaning given in Article 31 1,
<b>“Sellers’ Shares”</b>	has the meaning given in Article 33 1,
<b>“Selling Shareholders”</b>	has the meaning given in Article 34 1,
<b>“Shareholder”</b>	means a person who is the holder of a Share,
<b>“Shares”</b>	means the A Shares and the B Shares,
<b>“Special Resolution”</b>	has the meaning given in section 283 of the Act,
<b>“subsidiary undertaking”</b>	has the meaning given in section 1162 of the Act,
<b>“Tag Along Acceptance”</b>	has the meaning given in Article 34 4,

**Notice”**

<b>“Tag Along Notice”</b>	has the meaning given in Article 34 3,
<b>“Tag Along Offer”</b>	has the meaning given in Article 34 2,
<b>“Tag Period”</b>	has the meaning given in Article 34 3,
<b>“Tag Shares”</b>	has the meaning given in Article 34 2,
<b>“Taggable Transfer”</b>	has the meaning given in Article 34 1,
<b>“Total Transfer Condition”</b>	has the meaning given in Article 31 2,
<b>“Transfer Period”</b>	has the meaning given in Article 30 1,
<b>“Transfer Shares”</b>	has the meaning given in Article 34 1,
<b>“Transmittee”</b>	means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,
<b>“Triggering Transaction”</b>	has the meaning given in Article 38 1, and
<b>“Ultimate Parent”</b>	means, in relation to an entity, the person (if any) which is not itself subject to Control but which has Control of that entity either directly or through a chain of persons each of which has Control over the next person in the chain

- 1 2 Words importing the masculine gender include the feminine gender
- 1 3 Words importing persons include bodies corporate and unincorporated associations
- 1 4 Words importing the singular shall, where the context so permits, include a reference to the plural and vice versa
- 1 5 Subject as aforesaid, any words or expressions defined in the Act shall (if not inconsistent with the subject or context) bear the same meaning in these Articles
- 1 6 Reference to any act, statute or statutory provision shall include any statutory modification, amendment or reenactment thereof and every other act, order, regulation or other subordinate legislation made pursuant thereto from time to time in force
- 1 7 A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles
- 1 8 References to any notice, resolution or other Document being “written” or “in writing” shall mean written or reproduced by any substitute for writing or partly one and partly another, whether in electronic form (as defined in section 1168 of the Act), published on a website or otherwise
- 1 9 References to an “address” shall include any number or address used for the purposes of sending or receiving Documents or information in electronic form in accordance with the

provisions of the Act and as expressly permitted by, or pursuant to, these Articles, such number or address for the time being having been notified to the sender by or on behalf of the recipient as being acceptable to the recipient for the particular manner of electronic form for the subject or class of the subject matter concerned

1 10 For the purposes of these Articles (and without prejudice to the other provisions of these Articles), the cases in which notice in writing is to be taken as given to a member include any case in which the notice is sent, published on a website, or treated as given in electronic form in accordance with the Act

1 11 Nothing in any of these Articles shall prevent or restrict the Company using any method of sending, or giving access to, any particular offer, notice or other Document which the statutes or any other provision of these Articles permits or enables the Company to use

1 12 Reference to any decision being made, action being taken, or notice being delivered by the Principals shall be to a decision made, action taken by or notice being signed by one or more Principals who hold between them a majority by nominal value of the total A Shares held by the Principals, except where the Principals are deciding to remove a person as a Principal, the A Shares held by the person who is proposed to be removed as a Principal shall not be counted for the purposes of determining whether there is a majority of the total A Shares held by the Principals

**2. NAME**

The name of the Company is RWC Partners Limited

**3. LIABILITY OF MEMBERS**

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

**4. REGISTERED OFFICE**

The Company's registered office is situated in England and Wales

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **5. DIRECTORS' GENERAL AUTHORITY**

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

##### **6. SHAREHOLDERS' RESERVE POWER**

6 1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action

6 2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution

##### **7. DIRECTORS MAY DELEGATE**

7 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

7 1 1 to such person or committee,

7 1 2 by such means (including by power of attorney),

7 1 3 to such an extent,

7 1 4 in relation to such matters or territories, and

7 1 5 on such terms and conditions,

as they think fit

7 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

7 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

##### **8. COMMITTEES**

8 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

8 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

#### **PROCEEDINGS OF DIRECTORS**

##### **9. CALLING A DIRECTORS' MEETING**

9 1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit

9 2 Any Director may call a Directors' meeting by giving reasonable advance notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice

9 3 Notice of any Directors' meeting must indicate

9 3 1 its proposed date and time,

9 3 2 where it is to take place, and

9 3 3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

9 4 Notice of a Directors' meeting must be given to each Director, but need not be in writing

9 5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting. Such waiver must be in writing delivered to the Company

## **10. PARTICIPATION IN DIRECTORS' MEETINGS**

10 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when

10 1 1 the meeting has been called and takes place in accordance with the Articles, and

10 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

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 A quorum for Directors' meetings shall exist if there are more A Directors than B Directors present provided that there is at least one B Director present

11 2 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision

11 3 In the event that a Directors' meeting for which proper notice was given is inquorate, no proposal may be voted upon other than a proposal to convene a replacement meeting for a date no sooner than three days following the date of the inquorate meeting. Such meeting shall be called in accordance with Article 9 (other than as to the length of notice required). At any such replacement meeting, the quorum shall be one Director

## **12. CHAIRING OF DIRECTORS' MEETINGS**

12 1 Subject to Article 17 6, one Director shall be appointed by the Directors, following consultation with the B Shareholder Majority, to chair Directors' meetings. The person so appointed for the time being is known as the "Chairman"

12 2 Subject to Article 17 6, the Directors may terminate the Chairman's appointment at any time, and replace him with another Director

12 3 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start or is unwilling to chair the meeting, the participating Directors must appoint one of the Directors present to chair it (the "acting chair")

### 13. VOTING AT DIRECTORS' MEETINGS

13 1 Decisions shall be taken at Directors' meetings by a simple majority of votes cast (with each Director having one vote)

13 2 If the numbers of votes for and against a proposal are equal, the Chairman (or acting chair) shall have a casting vote

13 3 If, in accordance with Article 14, the Chairman or acting chair is not to be counted as participating in the decision-making process for quorum or voting purposes in respect of a particular matter, the Directors shall nominate an A Director to have a casting vote. If all of the Chairman, or acting chair, and the A Directors are not to be counted in the decision-making process in respect of the matter at hand, there shall be no casting vote

### 14. CONFLICTS OF INTEREST

14 1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, except where Article 14 2 applies

14 2 This Article applies when

14 2 1 the Company by Ordinary Resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process,

14 2 2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest,

14 2 3 the Director's conflict of interest arises from a permitted cause, or

14 2 4 the Director's interest has been disclosed to the Company and the Directors, in their absolute discretion, determine that such Director may participate in the decision-making process

14 3 For the purposes of Article 14.2, the following are permitted causes

14 3 1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiary undertakings,

14 3 2 subscription, or an agreement to subscribe, for Shares or other securities of the Company or any of its subsidiary undertakings, or to underwrite, sub-underwrite, or guarantee subscription for any such Shares or securities, and

14 3 3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiary undertakings which do not provide special benefits for Directors or former Directors

- 14 4 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting
- 14 5 Subject to Article 14 6, 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 6 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
- 14 7 Any Director appointed for the time being pursuant to Article 17 may make such disclosures in relation the Company to the member(s) appointing him as he, in his sole discretion, deems appropriate

**15. RECORDS OF DECISIONS TO BE KEPT**

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

**16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

**APPOINTMENT OF DIRECTORS**

**17. METHODS OF APPOINTING DIRECTORS**

- 17 1 There shall be at least five Directors. In the event of there being fewer Directors for the time being, such Directors shall (subject to the quorum requirement set out in these Articles) have authority to exercise all the powers and discretions vested in the Directors generally
- 17 2 The Principals shall have the right, by notice to the Company, to appoint up to four Directors ("A Directors") and to remove from office any individual so appointed. The Principals shall consult the B Shareholder Majority in making any such appointment, but shall retain final discretion as to all such appointments
- 17 3 The B Shareholder Majority shall have the right, by notice to the Company, to appoint up to three Directors ("B Directors") and to remove from office any individual so appointed. The B Shareholder Majority shall consult the Principals in making any such appointment, but shall retain final discretion as to all such appointments
- 17 4 Any appointment or removal of a Director pursuant to this Article 17 shall be effected by notice to the Company signed by, in the case of an A Director, the Principals and, in the case of a B Director, member(s) constituting the B Shareholder Majority. Any such appointment or removal shall take effect when the notice is received or at any later time specified for the purpose in such notice

- 17 5 Any Director appointed to serve as the "Finance Director" shall be a qualified chartered accountant, or hold another professional qualification acceptable to the B Shareholder Majority
- 17 6 The Chief Executive Officer of the Company from time to time shall be a director of the Company, and may be an A Director or a B Director. If at any time the Chief Executive Officer is neither an A Director nor a B Director
- 17 6 1 the B Shareholder Majority, with the prior written approval of the Principals (such approval not to be unreasonably withheld or delayed), may from time to time by notice to the Company appoint and remove from office any person (other than an employee or director of any B Shareholder) to be a Director (the "Appointee"),
- 17 6 2 the Appointee shall be neither an A Director nor a B Director,
- 17 6 3 immediately upon such appointment becoming effective, the Appointee shall become the Chairman (and the previous Chairman shall be removed) for all purposes of these Articles, and
- 17 6 4 for so long as the Chief Executive Officer is a Director but neither an A Director nor a B Director
- (a) the Appointee shall remain in office as the Chairman, and
- (b) on any shareholder resolution proposed to remove the Appointee the B Shares shall, if voting against the resolution, in aggregate carry a number of votes equal to 50.01 per cent of the number of votes capable of being cast in respect of the resolution

## **18. TERMINATION OF DIRECTOR'S APPOINTMENT**

- 18 1 A person ceases to be a Director as soon as
- 18 1 1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,
- 18 1 2 a bankruptcy order is made against that person (for the avoidance of doubt, in these Articles the term "bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy),
- 18 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 18 1 4 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,
- 18 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- 18 1 6 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,



- 18 1 7 he resigns or is notified of his dismissal as an employee of the Company or any Group Company or as a member of a Group Company that is a limited liability partnership, or
- 18 1 8 he is absent from meetings of the Directors for six successive months without leave and his alternate Director (if any) shall not during such period have attended in his place, and the Directors resolve that his office be vacated
- 18 2 Notwithstanding any other provision of these Articles, in respect of any shareholder resolution proposed
  - 18 2 1 to remove an A Director, the A Shares shall, if voting against the resolution, in aggregate carry a number of votes equal to 50 01 per cent of the number of votes capable of being cast in respect of the resolution, and
  - 18 2 2 to remove a B Director, the B Shares shall, if voting against the resolution, in aggregate carry a number of votes equal to 50 01 per cent of the number of votes capable of being cast in respect of the resolution
- 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
    - 19 2 1 for their services to the Company as Directors, and
    - 19 2 2 for any other service which they undertake for the Company,
 on such terms as the Directors may decide, save that B Directors may not be paid any fee (but may be reimbursed their expenses in accordance with Article 20) in respect of their services as Directors
  - 19 3 Subject to the Articles, a Directors' remuneration may
    - 19 3 1 take any form, and
    - 19 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of the 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 subsidiary undertakings or of any other body corporate in which the Company is interested
- 20. DIRECTORS' EXPENSES**
  - 20 1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at
    - 20 1 1 meetings of Directors or committees of Directors,
    - 20 1 2 general meetings, or

20 1 3      separate meetings of the holders of any class of Shares or of debentures of the Company,

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

### **PART 3**

#### **SHARES**

##### **21. ALL SHARES TO BE FULLY PAID UP**

- 21 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

##### **22. SHARE CAPITAL AND ISSUE OF SHARES**

- 22 1 Subject to Article 22 6, the Share capital of the Company is comprised of two classes of shares, being A Shares of £0 10 and B Shares of £0 10, each class having the rights set out in these Articles

- 22 2 The A Shares shall rank pari passu among themselves in all respects The B Shares shall rank pari pass among themselves in all respects

- 22 3 The A Shares and B Shares shall rank pari passu in respect of any dividends or distributions declared or paid

- 22 4 In any shareholder vote

- 22 4 1 the A Shares shall be entitled to one vote per A Share, and

- 22 4 2 the B Shares shall be entitled from time to time to a number of votes per B Share which is equal to the lower of

- (a) one, and

- (b) the higher of (i)  $(X - Y - 1) / Z$  and (ii) the number of votes per B Share that would result in the aggregate number of votes attaching to all of the B Shares being 26 per cent of the aggregate number of votes attaching to all Shares,

where

X is the aggregate number of votes attaching to all of the A Shares not held by External Shareholders,

Y is the aggregate number of votes attaching to all of the A Shares held by External Shareholders, and

Z is the aggregate number of the B Shares

- 22 5 The voting rights for B Shares set out in Article 22 4 2 shall not apply, and the B Shares shall be entitled to one vote per B Share

- 22 5 1 on any specific shareholder vote where a majority of the A Shares (voting as a class) and all of the B Shares have resolved in advance that this should be the case (any such resolution shall operate only in respect of the shareholder vote to which it specifically refers, and shall be without prejudice to the voting rights of B Shares on any future shareholder vote), or

- 22 5 2 with immediate effect, from and after the point at which the B Shares in issue represent more than seventy-five per cent of the total aggregate number of Shares in issue

- 22 6 Subject to the Act and to these Articles, the Company may by Ordinary Resolution issue Shares with such rights or restrictions as may be determined by such Ordinary Resolution
- 22 7 Subject to the provisions of Article 23 relating to pre-emption and the other provisions of these Articles the Directors are generally and unconditionally authorised, for the purposes of section 550 of the Act, to allot or to grant options or rights of subscription or conversion over Shares to such persons (whether existing Shareholders or not), at such times and on such terms and conditions as they think proper
- 22 8 The authority granted to the Directors under Article 22 7
- 22 8 1 shall not permit the Directors to allot, or to grant options or rights of subscription or conversion over, Shares (other than options or rights allotted or granted pursuant to any agreement, conditional or otherwise, to which the Company is a party at the date of adoption of these Articles) in any period of three financial years in an aggregate amount of more than 7 5 per cent of the Company's issued share capital as at the beginning of such period, without the prior approval of the B Shareholder Majority, save where such Shares are issued to give effect to the exercise of options over Shares,
- 22 8 2 shall not permit the Directors to allot, or to grant options or rights of subscription or conversion over, Shares (other than options or rights allotted or granted pursuant to any agreement, conditional or otherwise, to which the Company is a party at the date of adoption of these Articles) to any one person in any single issuance or series of related issuances where the aggregate amount of such issuances exceeds 2 5 per cent of the Company's share capital immediately prior to such issuance, without the approval of the B Shareholder Majority, save where such Shares are issued to give effect to the exercise of options over Shares,
- 22 8 3 shall expire not more than five years from the date of the resolution adopting these Articles,
- 22 8 4 may be renewed, revoked or varied at any time by the Company in general meeting, and
- 22 8 5 shall permit the Directors after the expiry of the period of the said authority to allot any Shares or grant any such rights in pursuance of an offer or agreement so to do made by the Company within that period
- 22 9 Subject to the provisions of the Act, the Company may
- 22 9 1 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder, on such terms and in such manner as may be set out in these Articles (as amended from time to time) or (as to the date on or by which or the dates between which the Shares are to be or may be redeemed) as may be determined by the Directors prior to the date of issue, and
- 22 9 2 to the extent permitted by section 709 of the Act, make a payment in respect of the redemption or purchase of any of its own Shares (including any redeemable Shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares

**23. PRE-EMPTION ON ISSUE OF SHARES**

- 23 1 In exercising their authority under Article 22, the Directors shall not be required to have regard to Section 561 of the Act (existing Shareholders' rights of pre-emption), which section shall be excluded from applying to the Company
- 23 2 All Shares proposed to be allotted or issued by the Company (other than pursuant to the exercise of options or other rights to subscribe for Shares granted in accordance with these Articles) shall, before allotment to any person on any terms, be offered on no less favourable terms first to the B Shareholders and the Principals (together the "**Pre-Emptive Shareholders**") in accordance with this Article 23 Any such offer shall be made in hard copy or electronic form and shall state
- 23 2 1 the number of Shares which the Company desires to issue (the "**Offer Shares**"),
- 23 2 2 the proposed terms of the issue of the Offer Shares, and
- 23 2 3 a time not being less than 14 days beginning on the date on which the offer is sent or supplied (the "**Offer Period**") during which such offer must be accepted or, in default of acceptance, will lapse
- 23 3 Any such offer shall invite the Pre-Emptive Shareholders to apply in writing within the Offer Period for such maximum number of Offer Shares as they wish to take
- 23 4 The Directors shall allocate the Offer Shares (or so many as shall have been applied for) to and amongst the applying Pre-Emptive Shareholders according to the number of Offer Shares applied for by each of such applying Pre-Emptive Shareholders or, if the number of Shares applied for exceeds the number of Offer Shares, in the proportion (as nearly as practicable) that the number of Shares held by each applying Pre-Emptive Shareholder (irrespective of whether such Shares are A Shares or B Shares) bears to the total aggregate number of Shares held by the Pre-Emptive Shareholders, provided that no applying Pre-Emptive Shareholder shall be obliged to acquire more Offer Shares than the number for which he has applied
- 23 5 In respect of each offer the Offer Shares (or so many of them as shall have been applied for) shall be allotted on the same terms to and amongst the Pre-Emptive Shareholders who have applied for and who have submitted the full remittance in respect of the shares applied for on the earlier of
- 23 5 1 the date of expiration of the relevant Offer Period, and
- 23 5 2 the date the Company receives notice in writing of the application for or refusal of the Shares to be issued from every Pre-Emptive Shareholder
- 23 6 Following the date of such allotment, each Pre-Emptive Shareholder who has applied for and been allocated Offer Shares shall remit the subscription monies in respect of such allocated Offer Shares to the Company within five Business Days
- 23 7 Any unissued Shares not applied for by the Pre-Emptive Shareholders or which, by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently allotted shall, following the expiry of the Offer Period, be offered by the Directors to such persons as they in their sole discretion shall see fit, on the terms referred to in the offer to the Pre-Emptive Shareholders

**24. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

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

**25. SHARE CERTIFICATES**

25 1 The Company shall issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

25 2 Every certificate must specify

25 2 1 in respect of how many Shares, of which class, it is issued,

25 2 2 the nominal value of those Shares,

25 2 3 how much has been paid up in respect of those Shares, and

25 2 4 any distinguishing numbers assigned to them

25 3 No certificate may be issued in respect of Shares of more than one class

25 4 If more than one person holds a Share, only one certificate may be issued in respect of it

25 5 Certificates must be executed in accordance with the Companies Acts

**26. REPLACEMENT SHARE CERTIFICATES**

26 1 If a certificate issued in respect of a Shareholder's Shares is

26 1 1 damaged or defaced, or

26 1 2 said to be lost, stolen or destroyed,

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

26 2 A Shareholder exercising the right to be issued with such a replacement certificate

26 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

26 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

26 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

**27. LIMIT ON EBT**

The maximum proportion of the total issued Shares that the EBT shall be permitted to hold from time to time shall be 7.5 per cent (or such lower figure as may from time to time be decided by the Directors) unless otherwise agreed by the B Shareholder Majority. The Directors shall refuse to register any transfer of Shares to the EBT which would lead to their total holding of Shares exceeding this amount

## **PART 4**

### **SHARE TRANSFERS**

#### **28. REDESIGNATION OF A SHARES AS B SHARES**

Any A Shares which are acquired (whether by way of issuance, purchase, transmission or otherwise) by any Shareholder who owns B Shares shall automatically be designated or redesignated as B Shares with immediate effect

#### **29. DIRECTORS' REGISTRATION**

29 1 The Instrument of transfer in respect of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor

29 2 The Directors shall not register any transfer of Shares (or any interest therein) other than a transfer made pursuant to or permitted by the Articles in this Part 4

29 3 The Directors may refuse to register a transfer of a Share, being a Share which is not fully paid, to a person of whom they do not approve or being a Share on which the Company has a lien and unless

29 3 1 it is lodged at the registered office for the time being of the Company or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,

29 3 2 it is in respect of only one class of Shares,

29 3 3 it is in favour of not more than four transferees, and

29 3 4 it is to a person who is not (or whom the Directors reasonably believe is not) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Shares without let, hindrance or court approval

29 4 If the Directors refuse to register a transfer of a Share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, together with their reasons for the refusal

29 5 No fee shall be charged for the registration of any Instrument of transfer or other Document relating to or affecting the title to any Share

29 6 The Company shall be entitled to retain any Instrument of transfer which is registered, but any Instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when the notice of the refusal is given

#### **30. TRANSFER PERIODS**

30 1 No Shareholder may serve a Sale Notice (as hereinafter defined) other than during

30 1 1 the period of four weeks from 1 March in each year,

30 1 2 the period of four weeks from 1 September in each year, and

30 1 3 such other periods, being not less than two weeks in duration, as the Directors shall designate by notice to all Shareholders,

each a “**Transfer Period**”

30 2 The Directors may, by notice in writing to each holder of Shares, defer any Transfer Period by a period of up to six months

30 3 Prior to the beginning of any Transfer Period, the Directors shall determine the market value of each class of Shares, on the basis of a sale as between a willing seller and a willing purchaser contracting on arm’s-length terms having regard to the fair value of the business of the Company as a going concern (the “**Market Value**”) Such determination shall be made

30 3 1 by the unanimous agreement of the Directors, or failing that

30 3 2 by an independent chartered accountant of not less than five years’ standing, to be agreed between Directors or in default of agreement to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales In so certifying, the said chartered accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the Directors.

30 4 This Article 30 shall not apply to

30 4 1 transmissions of shares on the death or bankruptcy of a Shareholder, or any subsequent transfer by a Transmitttee pursuant to Article 35,

30 4 2 any sale, by way of one or a series of related transactions, of at least a simple majority of (i) the A Shares or (ii) the B Shares,

30 4 3 any sale pursuant to a Call Option Notice or Put Option Notice, in accordance with Article 38,

30 4 4 any transfer pursuant to Article 32, or

30 4 5 any Permitted Transfer

### **31. PRE-EMPTION ON TRANSFER**

31 1 Any Shareholder (the “**Seller**”) wishing to transfer or otherwise dispose of part or all of the Shares held by him, or part or all of any interest and/or rights therein, shall first give notice in writing (the “**Sale Notice**”) to the Company specifying the Shares, interest and/or rights which he wishes to transfer or otherwise dispose of (the “**Sale Shares**”), and (if applicable) the price at which a Proposed Buyer has indicated to the Shareholder that they would purchase the Shares (an “**External Price**”)

31 2 Except in the case of a Sale Notice which a Shareholder is bound to give or is deemed to have given pursuant to Article 32 (a “**Mandatory Sale Notice**”), a Sale Notice may include a condition (a “**Total Transfer Condition**”) that if all the Sale Shares are not sold to Acceptors (as hereinafter defined) then none shall be so sold

31 3 Upon service of the Sale Notice

31 3 1 if an External Price has been specified, the External Price shall constitute the “**Sale Price**” and the Company shall forthwith deal with the Sale Shares in accordance with the remaining provisions of this Article 31, or



- 31 3 2 if no External Price has been specified, the Company will notify the Seller of the applicable Market Value (which, if the Sale Notice is given outside a Transfer Period, shall be determined in accordance with Articles 30 3 1 and 30 3 2) and provided that the Seller does not give notice of withdrawal (where permitted) within five Business Days of such notification the Market Value shall constitute the “Sale Price” and the Sale Shares shall be dealt with in accordance with the remaining provisions of this Article 31
- 31 4 Subject to Article 31 5, the Sale Shares shall be offered in writing by the Company in the following order
- 31 4 1 if the Seller is an External Shareholder, simultaneously to the Principals and all B Shareholders,
- 31 4 2 if the Sale Shares are A Shares other than those held by an External Shareholder
- (a) first to the Principals (other than the Seller, if applicable) and (if and to the extent that all Sale Shares have not been accepted),
  - (b) then to all A Shareholders (other than the Principals and External Shareholders) and the EBT and (if and to the extent that all Sale Shares have not been accepted), and
  - (c) then to the B Shareholders,
- each of the offers described in this Article being termed a “Sale Offer”
- 31 5 If the B Shares in issue at the time a Sale Notice is served represent less than 37 5 per cent of the total number of Shares in issue, the B Shareholders shall first be offered sufficient of the Sale Shares that, if the B Shareholders were all to accept such offer in full, would (following the redesignation set out in Article 28) mean that the B Shares would represent 37 5 per cent of the total number of Shares in issue If and to the extent that all Sale Shares have not been accepted following this offer, the remaining Sale Shares shall be offered in accordance with Article 31 4
- 31 6 When offered Shares pursuant to a Sale Offer, any Principal may (with the prior agreement of the EBT) accept all or some of the Shares so offered on behalf of the EBT The provisions of this Article 31 (including without limitation Article 31 9) shall apply as though the relevant Principal was the Acceptor, save that the Company shall transfer the relevant Sale Shares to, and receive the requisite consideration from, the EBT directly
- 31 7 The B Shareholder Majority may waive the rights of the B Shareholders, and any Principal may waive their own rights (but not those of the other Principals) under Article 31 4 Any such waiver shall operate in respect of the Sale Notice(s) to which it specifically refers, or in the absence of any such reference shall operate in respect only of the next Sale Notice received by the Company, and shall be without prejudice to such rights in relation to any future Sale Notices
- 31 8 The B Shareholder Majority and the Principals may, by agreement between them, determine to disapply or vary the order of the offers set out in Article 31 4 in respect of a given Sale Notice Any such determination shall operate in respect of that Sale Notice only, and shall be without prejudice to such rights in relation to any future Sale Notices
- 31 9 Any Sale Offer shall prescribe a time (being not less than five Business Days nor more than ten Business Days) after such Sale Offer is made within which it must be accepted or,

in default, will lapse Following any Sale Offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated amongst those who have accepted the Sale Offer in proportion to the number of Shares (regardless of whether such Shares are A Shares or B Shares) held by each Acceptor (or in the case of any such offer made to persons who are not already Shareholders, on such basis as the Directors shall determine) provided that no Acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied

31 10 If a Sale Notice shall validly contain a Total Transfer Condition then any Sale Offer shall be conditional upon such condition being satisfied and no acceptance of a Sale Offer shall become effective unless such condition is satisfied Subject thereto, any Sale Offer shall be unconditional

31 11 When either

31 11 1 the Company has received acceptances of one or more Sale Offers in respect of all of the Sale Shares, or

31 11 2 (i) the Sale Notice did not validly contain a Total Transfer Condition, (ii) all of the Sale Offers required to be made by the Company pursuant to Article 31 4 have been made and all relevant persons have responded (or the Sale Offers have all expired), and (iii) the Company has received acceptances in respect of at least one Sale Share, then

the Company shall forthwith give notice in writing of the number of acceptances that it has received to the Seller Every such notice shall state the name and address of each of the persons to have accepted the Sale Offer (each an "Acceptor") and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than seven days after the date of such notice) at which the sale and purchase shall be completed Upon the giving by the Company of any such notice as aforesaid the Seller shall be bound (subject only to the due payment of the Market Value in respect of the relevant Sale Shares) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms

31 12 Any Share required to be transferred by a Seller to an Acceptor pursuant to this Article 31 shall be transferred with full title guarantee free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto and if in determining the Market Value there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Seller shall be liable to account to the Acceptor for the amount thereof (and the Acceptor, when making payment for such Share, may set-off such amount against the Market Value payable)

31 13 If a Seller shall (save only for the reason that an Acceptor does not duly pay the Market Value) fail duly to transfer any Sale Shares to an Acceptor, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the relevant purchase money in trust for the Seller and shall cause such Acceptor to be registered as the holder of such Shares The receipt of the Company for the purchase money shall be a good discharge to the Acceptor (who shall not be bound to see to the application thereof) and after the Acceptor has been registered in purported exercise of the aforesaid powers the validity of the proceeds shall not be questioned by any person

31 14 If the Company does not, prior to the expiry of the final Sale Offer, find Acceptors willing to purchase some, or (if the relevant Sale Notice validly contained a Total Transfer Condition) all, of the Sale Shares, it shall give notice in writing thereof to the Seller and

the Seller may, at any time thereafter up to the expiration of one month from the date of such notice, issue a further Sale Notice ("**Second Sale Notice**") in the event the Seller has found a Proposed Buyer for the remaining Sale Shares

31 15 The Company shall deal with the Second Sale Notice in the same way as any other Sale Notice pursuant to Article 31 1 to 31 14, except that if the Company does not, prior to the expiry of the final Sale Offer related to the Second Sale Notice, find Acceptors willing to purchase some, or (if the Second Sale Notice validly contained a Total Transfer Condition) all, of the Sale Shares the subject of the Second Sale Notice, it shall give notice in writing thereof to the Seller and the Seller may, at any time thereafter up to the expiration of one month from the date of such notice, transfer the remaining Sale Shares the subject of the Second Sale Notice to the Proposed Buyer at any price not less than the Sale Price. The Directors may require the Seller to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale to the transferee stated and that the consideration stated in the transfer shall be payable without any deduction, rebate, allowance or indulgent terms whatsoever by the purchaser thereof and, if not so satisfied, may refuse to register the Instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in Article 32 3 2 below

31 16 A Sale Notice shall not be revocable except in accordance with Article 31 3 2

31 17 This Article 31 shall not apply to

31 17 1 any sale pursuant to a Call Option Notice or Put Option Notice in accordance with Article 38,

31 17 2 any transfer of B Shares,

31 17 3 any Permitted Transfer,

31 17 4 any transfer in respect of which the holders of all of the B Shares and a simple majority of the A Shares agree in writing that it should not apply, or

31 17 5 transmissions of shares on the death or bankruptcy of a Shareholder

## **32. DEEMED TRANSFER**

32 1 If

32 1 1 any Shareholder who is an employee of any Group Company or a member of any Group Company which is a partnership ceases to be either employed by a Group Company or to be a member of any Group Company which is a partnership, other than because of death, bankruptcy or where the Directors determine otherwise (the "**Leaving Shareholder**"), the Leaving Shareholder, any Permitted Person Transferee to whom the Leaving Shareholder had transferred Shares (the "**Permitted Transfer Shares**"), and any further person to whom such Permitted Transfer Shares have been transferred pursuant to a Permitted Transfer, shall be deemed to have served a Sale Notice in respect of, in the case of the Leaving Shareholder, their entire holding of Shares and in the case of any Permitted Person Transferee, the Permitted Transfer Shares, immediately prior to the Leaving Shareholder so ceasing to either be employed by a Group Company or to be a member of any Group Company which is a partnership, or

32 1 2 any Permitted Person Transferee ceases to be a Permitted Person in relation to the Permitted Person Transferor who transferred them Permitted Transfer

Shares, other than because of the death of the relevant Permitted Person Transferor, such Permitted Person Transferee shall, prior to ceasing to be a Permitted Person in relation to the relevant Permitted Person Transferor, transfer, or procure the transfer of the Permitted Transfer Shares back to the Permitted Person Transferor or to a Permitted Person of that Permitted Person Transferor. If the Permitted Person Transferee fails to transfer the Permitted Transfer Shares in accordance with this Article 32 1 2 then they shall be deemed to have served a Sale Notice in respect of the Permitted Transfer Shares immediately prior to ceasing to be a Permitted Person in respect of the relevant Permitted Person Transferor

32 2 The Sale Notice deemed to have been served under Article 32 1 shall be dealt with by the Company in accordance with Article 31, save that

32 2 1 in the case of a Sale Notice deemed to have been served under Article 32 1 2, the Sale Price shall be determined

- (a) by agreement between the Directors and the Seller within five Business Days of the deemed service of the Sale Notice, or failing that
- (b) on the basis of a sale as between a willing seller and a willing purchaser contracting on arm's-length terms having regard to the fair value of the business of the Company as a going concern, by an independent chartered accountant of not less than five years' standing, to be agreed between Directors and the Seller or in default of agreement to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, and

32 2 2 in the case of a Sale Notice deemed to have been served under Article 32 1 1

- (a) the Sale Price for any Sale Offer shall be the applicable Market Value determined in accordance with Article 30 3 for the last Transfer Period prior to the date of the acceptance of the Sale Offer (unless otherwise agreed between the Directors, the Acceptor and the Seller), and
- (b) the Sale Shares shall first be offered simultaneously to the Principals, the other A Shareholders (other than the External Shareholders) and the EBT, who must together notify the B Shareholders and the Company in writing, within 3 months from the date the Leaving Shareholder becomes a Leaving Shareholder (the "**Cessation Date**") (or such other period as may be agreed between the B Shareholder Majority and the Principals), the number of Sale Shares that they together will not be accepting under such Sale Offer (the "**Declined Shares**") The Declined Shares shall reduce the number of Sale Shares under such Sale Offer (and if all the Sale Shares are declined, then the entire Sale Offer shall be considered declined for the purposes of (g) below),
- (c) the Declined Shares (or in the absence of a notice duly given to the B Shareholders and the Company under (b) above, all the Sale Shares) shall then be offered to the B Shareholders,

- (d) the Sale Offer under (b) above must be accepted (in whole or in part) or declined within 12 months of the Cessation Date or in default, shall lapse,
- (e) if and to the extent any Sale Shares comprised in the Sale Offer under (b) are not accepted within 12 months of the Cessation Date, such Sale Shares shall then be offered to the B Shareholders,
- (f) the Sale Offers under (c) or, as the case may be, (e) above must be accepted (in whole or in part) or declined within the prescribed time as set out in Article 31 9, and
- (g) if the Company does not, on the earlier of the final Sale Offer having either (i) been declined, or (ii) expired, find Acceptors willing to purchase some of the Sale Shares, Article 31 14 and Article 31 15 shall not apply but, for the avoidance of doubt, the Seller may serve a Sale Notice in respect of his remaining Shares during any subsequent Transfer Period, which shall be dealt with in accordance with Article 31

32 3 For the purpose of ensuring that no circumstances have arisen whereby a Sale Notice is required or may be deemed to be given under any provision of this Article 32, the Directors may from time to time require any Shareholder or the personal representatives of any deceased Shareholder, to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a sale notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a sale notice shall as from the date of such notice or on such future date as may be specified therein be deemed to have been given by the holders of those Shares in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled

32 3 1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing that a sale notice be given by the holders of the relevant Shares in respect of all such Shares, and/or

32 3 2 to give to the holder(s) of the Shares in question a notice (a “Disenfranchisement Notice”) stating that such Shares shall as from the date of such notice no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly

32 4 A Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company (and accordingly shall not be entitled to vote in relation thereto) in any matter which requires to be determined or otherwise decided upon by the Directors to the extent such matter relates to any Shares held by such Director or in which such Director is otherwise interested

### 33. DRAG ALONG

33 1 The provisions of this Article 33 may be triggered by one or more Shareholders (the “Dragging Shareholders”) if they have received an offer from a Proposed Buyer to

transfer all (but not some) of the Shares that they own, which in aggregate constitute at least

33 1 1 a simple majority of the A Shares, and the Proposed Buyer is a B Shareholder, or

33 1 2 seventy five per cent of the A Shares, and having made the Sale Offer set out in Article 31 4 2(a) (and any prior Sale Offers) the Company has not received acceptances in respect of all of the Sellers' Shares,

(in either case the "Sellers' Shares") to a Proposed Buyer, which the Dragging Shareholders are willing to accept (the "Drag Along Offer")

33 2 Subject to Article 33 1 2, the rights of pre-emption set out in these Articles shall not apply to any transfer of Shares to a Proposed Buyer (or as it may direct) pursuant to a proposed sale in respect of which a Drag Along Notice has been duly served

33 3 For the purposes of this Article 33, the "Dragged Shareholders" shall be

33 3 1 if the Sellers' Shares constitute a simple majority of the A Shares, all other A Shareholders, and

33 3 2 if the Sellers' Shares constitute 75 per cent of the A Shares, all other Shareholders

33 4 The Dragging Shareholders may, by written notice to the Dragged Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Buyer (the "Drag Along Notice") compel the Dragged Shareholders to transfer all of their Shares to the Proposed Purchaser. The Drag Along Notice shall only be valid if it specifies

33 4 1 that the Dragged Shareholders are required to transfer all of the Dragged Shares pursuant to this Article 33,

33 4 2 the person to whom the Dragged Shares are to be transferred,

33 4 3 the consideration payable for each Dragged Share, which shall be an amount at least equal to the price per Share offered by the Proposed Buyer for the Sellers' Shares (after taking account of any offset or deduction provided for in the purchase agreement),

33 4 4 the terms of the sale of the Dragged Shares, which may be no more onerous than the terms applicable to the sale of the Sellers' Shares, and

33 4 5 the proposed date of the transfer (which shall be at least fourteen days from the date of the Drag Along Notice)

33 5 Once issued, a Drag Along Notice shall be irrevocable and the Dragged Shareholders shall be bound by its terms. However, a Drag Along Notice shall lapse if, for any reason, the Dragging Shareholders have not sold the Sellers' Shares to the Proposed Buyer within three calendar months of serving the Drag Along Notice. Such lapse shall not prejudice the rights of the Dragging Shareholders to serve any future Drag Along Notice (including in respect of the same Proposed Purchaser)

33 6 The Dragged Shareholders shall fully co-operate with the transaction contemplated by the Drag Along Notice, including by voting in favour of adopting any changes to these Articles which are required to facilitate the same. By the date specified in the Drag Along Notice, the Dragged Shareholders shall deliver stock transfer forms for the Dragged

Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. Following sale of the Dragged Shares, the Company shall pay the Dragged Shareholders the amounts they are due for their Shares pursuant to Article 33.4.3 to the extent that the Proposed Buyer does not make direct payment.

33.7 If any Dragged Shareholder fails to comply with this Article 33, the defaulting Dragged Shareholder shall be deemed irrevocably to have appointed any person nominated for the purpose by the Dragging Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf and to exercise the voting rights attaching to his Shares, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the Dragged Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (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 33.

33.8 Each such Dragged Shareholder hereby waives any rights, remedies or claims which it may have in respect of the acts or omissions of any person nominated as his agent for the purpose set out in Article 33.7 above and the transferee of the Shares referred to therein.

33.9 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company or on the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 33 shall apply mutatis mutandis to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

33.10 The provisions of this Article 33 shall not apply to any Permitted Transfer, or to any transfer in respect of which the holders of all of the B Shares and a simple majority of the A Shares agree in writing that it should not apply.

#### **34. TAG ALONG**

34.1 If at any time, in one or a series of related transactions, one or more Shareholders (the "**Selling Shareholders**") propose to transfer in the aggregate more than forty-five per cent of the A Shares (the "**Transfer Shares**") to a Proposed Buyer (a "**Taggable Transfer**"), the provisions of this Article 34 shall apply.

34.2 Before making a Taggable Transfer, the Selling Shareholders shall procure that the Proposed Buyer makes an offer (the "**Tag Along Offer**") to the B Shareholders to purchase all of the Shares held by them (the "**Tag Shares**") for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Proposed Buyer in the Taggable Transfer.

34.3 The Tag Along Offer shall be given by written notice (the "**Tag Along Notice**"), to be given by the Company at least ten Business Days (the "**Tag Period**") before the proposed sale date (the "**Sale Date**"). To the extent not described in any accompanying Documents, the Tag Along Notice shall set out:

34.3.1 the identity and address of the Proposed Buyer,

- 34 3 2 the purchase price and any other terms and conditions of the Taggable Transfer, and
- 34 3 3 the Sale Date.
- 34 4 Within 20 days of service of a Tag Along Notice, each B Shareholder may notify the Selling Shareholders that he desires to sell all (but not less than all) of his Tag Shares to the Proposed Buyer on the same terms and conditions as set forth in the Tag Along Notice (the “Tag Along Acceptance Notice”)
- 34 5 The giving of a Tag Along Acceptance Notice is irrevocable. Upon giving the Tag Along Acceptance Notice to the Selling Shareholders, such B Shareholder shall be obligated to sell its Tag Shares to the Proposed Buyer, on the same terms and conditions as set forth in the Tag Along Notice
- 34 6 If the Proposed Buyer fails to make the Tag Along Offer to all B Shareholders in accordance with this Article 34, the Selling Shareholders shall not be entitled to complete the Taggable Transfer and the Company shall not register any transfer of Shares effected in accordance with the Taggable Transfer
- 34 7 If the offer for the Taggable Transfer is accepted by any Shareholder (the “**Accepting Shareholder**”) within the Tag Period, the completion of the Taggable Transfer shall be conditional on completion of the purchase of all the Tag Shares held by Accepting Shareholders
- 34 8 Each B Shareholder shall not be entitled to sell its Tag Shares to the Proposed Buyer or any other person where the sale of the Shares set out in the Tag Along Notice does not complete and the B Shareholder shall waive any claim against the Selling Shareholders in respect of any such failure to complete the sale of the Tag Along Shares
- 34 9 Any Taggable Transfer is subject to the pre-emption provisions of Article 31, but the purchase of Tag Shares from Accepting Shareholders shall not be subject to those provisions
- 34 10 The provisions of this Article 34 shall not apply to any Permitted Transfer, or to any transfer in respect of which the holders of all of the B Shares and a simple majority of the A Shares agree in writing that it should not apply

## **35. TRANSMISSION OF SHARES**

- 35 1 If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share
- 35 2 A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require
- 35 2 1 may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person, and
- 35 2 2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had
- 35 3 Transmittrees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish
- 35 4 Transmittrees who wish to have a Share transferred to another person must execute an instrument of transfer in respect of it



35 5 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred Without prejudice to the generality of the foregoing, the provisions of Article 31 shall apply to such transfer

35 6 If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the register of members

### 36. LIEN

36 1 The Company shall have a first and paramount lien on every Share for all monies (whether presently payable or not) payable at a fixed time or called in respect of that Share The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article 36 The Company's lien on a Share shall extend to any amount payable in respect of it

36 2 The Company may sell in such manner as the Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold

36 3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale

36 4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale

### 37. CALLS ON SHARES AND FORFEITURE

37 1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a "Call Notice") to a member requiring the member to pay the Company a specified sum of money (a "Call") which is payable in respect of Shares which that member holds at the date when the Directors decide to send the Call Notice

37 2 A Call Notice

37 2 1 may not require a member to pay a Call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium),

37 2 2 must state when and how any Call to which it relates it is to be paid, and

37 2 3 may permit or require the Call to be paid by instalments

37 3 A member must comply with the requirements of a Call Notice, but no member is obliged to pay any Call before 14 days have passed since the notice was sent

37 4 Before the Company has received any Call due under a Call Notice the Directors may

- 37 4 1      revoke it wholly or in part, or
- 37 4 2      specify a later time for payment than is specified in the notice,
- by a further notice in writing to the member in respect of whose Shares the Call is made
- 37 5      Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- 37 6      Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share
- 37 7      Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them
  - 37 7 1      to pay Calls which are not the same, or
  - 37 7 2      to pay Calls at different times
- 37 8      A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium) on allotment, the occurrence of a particular event, or a date fixed by or in accordance with the terms of issue. But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture
- 37 9      If a person is liable to pay a Call and fails to do so by the Call Payment Date, the Directors may issue a notice of intended forfeiture to that person and, until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate
- 37 10      For the purposes of this Article 37
  - 37 10 1      the “**Call Payment Date**” is the time when the Call Notice states that a Call is payable, unless the Directors give a notice specifying a later date, in which case the “**Call Payment Date**” is that later date, and
  - 37 10 2      the “**Relevant Rate**” is (i) the rate fixed by the terms on which the Share in respect of which the Call is due was allotted, or (ii) such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been determined by the Directors
- 37 11      The Directors may waive any obligation to pay interest on a Call wholly or in part
- 37 12      A notice of intended forfeiture
  - 37 12 1      may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice,
  - 37 12 2      must be sent to the holder of that Share or to a person entitled to it by reason of the holder’s death, bankruptcy or otherwise,
  - 37 12 3      must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice,
  - 37 12 4      must state how the payment is to be made, and

- 37 12 5 must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited
- 37 13 If a notice of intended forfeiture is not complied with before the date by which payment of the Call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other monies payable in respect of the forfeited Shares and not paid before the forfeiture
- 37 14 Subject to the Articles, the forfeiture of a Share extinguishes all interests in that Share, and all claims and demands against the Company in respect of it, and all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company
- 37 15 Any Share which is forfeited in accordance with the Articles is deemed to have been forfeited when the Directors decide that it is forfeited and to be the property of the Company and may be sold, re-allotted or otherwise disposed of as the Directors think fit
- 37 16 If a person's Shares have been forfeited
- 37 16 1 the Company must send that person notice that forfeiture has occurred and record it in the register of members,
- 37 16 2 that person ceases to be a member in respect of those Shares,
- 37 16 3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
- 37 16 4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
- 37 16 5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal
- 37 17 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit
- 37 18 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer
- 37 19 A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a Share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and, subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share
- 37 20 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share

37 21 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

37 21 1 was, or would have become, payable, and

37 21 2 had not, when that Share was forfeited, been paid by that person in respect of that Share,

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

37 22 A member may surrender any Share in respect of which the Directors may issue a notice of intended forfeiture or may forfeit or which has been forfeited The Directors may accept the surrender of any such Share The effect of surrender on a Share is the same as the effect of forfeiture on that Share A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

### 38. PUT AND CALL

38 1 Where a B Shareholder proposes to enter into any acquisition of Shares where following the acquisition of those Shares, and their automatic redesignation into B Shares pursuant to Article 28, the B Shares in issue would constitute more than seventy-five per cent by nominal value of the total Shares in issue (a “**Triggering Transaction**”) such holder shall serve a notice on the Company specifying the terms of the Triggering Transaction (including but not limited to the identity of the seller, the proposed timing of the sale and the number of Shares being acquired) and this Article 38 shall apply

38 2 Within 30 days following service of notice of the Triggering Transaction, the B Shareholder Majority may serve on the Company notice that the B Shareholders will exercise their right compulsorily to purchase all outstanding A Shares (a “**Call Option Notice**”)

38 3 If a Call Option Notice is served (and unless the B Shareholders and the A Shareholders (acting by the holder(s) of a majority in nominal value of the A Shares) otherwise agree a Call Option Valuation)

38 3 1 the B Shareholders shall procure that a valuation of the entire Company, on the basis of a sale as between a willing seller and a willing purchaser contracting on arm’s-length terms having regard to the fair value of the business of the Company as a going concern and disregarding the fact that the stake to be acquired is a minority stake (the “**Agreed Basis**”), is produced by a chartered accountant of not less than five years’ standing,

38 3 2 the A Shareholders, acting by the holder(s) of a majority in nominal value of the A Shares, shall procure that a valuation of the entire Company, on the Agreed Basis, is produced by a chartered accountant of not less than five years’ standing,

38 3 3 the Directors shall appoint an independent chartered accountant of not less than five years’ standing, by unanimous agreement among them or in default of agreement to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, to determine which of the two valuations so produced is the fairer (the “**Call Option Valuation**”) In so determining, the said chartered accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon all Shareholders

- 38 4      Within five Business Days of the determination of the Call Option Valuation, the Company shall serve on each A Shareholder a notice specifying the price per A Share to be paid by the B Shareholders (being the greater of the price per share paid in the Triggering Transaction and the price per share derived by dividing the Call Option Valuation by the number of Shares then in issue), the B Shareholder(s) to whom the holder will transfer their A Shares (derived so that each B Shareholder shall receive a proportion of the total A Shares purchased which is equal to the proportion of the total number of B Shares owned by them) and the date (to be no more than ten Business Days from the date of such notice) on which the purchase shall be completed. Upon service of such notice, the A Shareholders shall be bound to sell and the B Shareholders shall be bound to purchase the A Shares on the terms set out therein.
- 38 5      Prior to the date appointed pursuant to Article 38 4 the B Shareholders shall pay to the Company the consideration for the purchase of the A Shares. On the date appointed pursuant to Article 38 4, provided that the Triggering Transaction has completed in accordance with its terms, the A Shareholders shall deliver stock transfer forms for their A Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company, and the Company shall pay the A Shareholder the amounts they are due for their Shares pursuant to Article 38 4. The Company shall distribute the stock transfer forms, certificates and indemnities to the appropriate B Shareholders.
- 38 6      If no Call Option Notice is served, then any A Shareholder may, between the 31<sup>st</sup> and 60<sup>th</sup> days following notice of the Triggering Transaction, serve on the Company a notice that they wish all (but not some) of their A Shares to be acquired by the B Shareholders (a **"Put Option Notice"**, and any A Shareholder who serves a Put Option Notice a **"Putting Shareholder"**).
- 38 7      If one or more Put Option Notices are served then, as soon as reasonably practicable following the 61<sup>st</sup> day after notice of the Triggering Transaction (and unless the B Shareholders and the A Shareholders (acting by the holder(s) of a majority in nominal value of the A Shares) otherwise agree a Put Option Valuation)
- 38 7 1      the B Shareholders shall procure that a valuation of the entire Company, on the Agreed Basis, is produced by a chartered accountant of not less than five years' standing,
- 38 7 2      the Putting Shareholders, acting by the holder(s) of a majority in nominal value of the A Shares held in aggregate by the Putting Shareholders, shall procure that a valuation of the entire Company, on the Agreed Basis, is produced by a chartered accountant of not less than five years' standing,
- 38 7 3      the Directors shall appoint an independent chartered accountant of not less than five years' standing, by unanimous agreement among them or in default of agreement to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, to determine which of the two valuations so produced is the fairer (the **"Put Option Valuation"**). In so determining, the said chartered accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the B Shareholders and the Putting Shareholders.
- 38 8      Within five Business Days of the determination of the Put Option Valuation, the Company shall serve
- 38 8 1      on each Putting Shareholder a notice specifying the price per A Share to be paid by the B Shareholders (being the greater of the price per share paid

pursuant to the Triggering Transaction and the price per share derived by dividing the Put Option Valuation by the number of Shares then in issue), the B Shareholder(s) to whom the holder will transfer their A Shares (derived so that each B Shareholder shall receive a proportion of the total A Shares purchased which is equal to the proportion of the total number of B Shares owned by them) and the date (to be no more than ten Business Days from the date of such notice) on which the purchase shall be completed, and

38 8 2 on each B Shareholder a notice specifying the price per A Share to be paid by the B Shareholders, the number of A Shares which that B Shareholder will receive, and the date on which the purchase shall be completed,

upon service of such notice, the A Shareholders shall be bound to sell and the B Shareholders shall be bound to purchase the A Shares on the terms set out therein

38 9 Prior to the date appointed pursuant to Article 38 8 the B Shareholders shall pay to the Company the consideration for the purchase of the A Shares On the date appointed pursuant to Article 38 8 the Putting Shareholders shall deliver stock transfer forms for their A Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company, and the Company shall pay the Putting Shareholder the amounts they are due for their Shares pursuant to Article 38 8 The Company shall distribute the stock transfer forms, certificates and indemnities to the appropriate B Shareholders

38 10 Any purchase of A Shares pursuant to this Article 38 shall not be subject to the pre-emption provisions of Article 31 (but, for the avoidance of doubt, the Triggering Transaction shall be subject to those provisions)

38 11 The provisions of this Article 38 shall not apply to any Permitted Transfer, or to any transfer in respect of which the holders of all of the B Shares and a simple majority of the A Shares agree in writing that it should not apply

## PART 5

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **39. PROCEDURE FOR DECLARING DIVIDENDS**

- 39 1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends
- 39 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
- 39 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- 39 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
- 39 5 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
- 39 6 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

#### **40. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 40 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
- 40 1 1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
- 40 1 2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
- 40 1 3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide, or
- 40 1 4 any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide
- 40 2 In the Articles, the "**Distribution Recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable
- 40 2 1 the holder of the Share, or
- 40 2 2 if the Share has two or more joint holders, whichever of them is named first in the register of members, or

- 40 2 3 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee

#### **41. NO INTEREST ON DISTRIBUTIONS**

- 41 1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by
  - 41 1 1 the terms on which the Share was issued, or
  - 41 1 2 the provisions of another agreement between the holder of that Share and the Company

#### **42. UNCLAIMED DISTRIBUTIONS**

- 42 1 All dividends or other sums which are
  - 42 1 1 payable in respect of Shares, and
  - 42 1 2 unclaimed after having been declared or become payable,may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed
- 42 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
- 42 3 If
  - 42 3 1 12 years have passed from the date on which a dividend or other sum became due for payment, and
  - 42 3 2 the Distribution Recipient has not claimed it,the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

#### **43. NON-CASH DISTRIBUTIONS**

- 43 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)
- 43 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
  - 43 2 1 fixing the value of any assets,
  - 43 2 2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and
  - 43 2 3 vesting any assets in trustees



**44. WAIVER OF DISTRIBUTIONS**

- 44 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
- 44 1 1 the Share has more than one holder, or
- 44 1 2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share

**CAPITALISATION OF PROFITS**

**45. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

- 45 1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution
- 45 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's Share premium account or capital redemption reserve, and
- 45 1 2 appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions
- 45 2 Capitalised sums must be applied
- 45 2 1 on behalf of the Persons Entitled, and
- 45 2 2 in the same proportions as a dividend would have been distributed to them
- 45 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
- 45 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
- 45 5 Subject to the Articles the Directors may
- 45 5 1 apply Capitalised Sums in accordance with Articles 45 3 and 45 4 partly in one way and partly in another,
- 45 5 2 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
- 45 5 3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article

## **PART 6**

### **DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

##### **46. ANNUAL GENERAL MEETING**

- 46 1 The Company shall in each calendar year hold a general meeting to be called by the Directors as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it
- 46 2 Not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next
- 46 3 Following the expiry of the 15 month period referred to in Article 46 2, if the Directors have failed to call an annual general meeting by this time, such meeting shall be called on the request of any one member

##### **47. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 47 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 47 2 A person is able to exercise the right to vote at a general meeting when
- 47 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 47 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting,
- 47 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 47 4 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 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

##### **48. QUORUM FOR GENERAL MEETINGS**

- 48 1 Subject to the provisions of Article 48 3, two Persons Entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporate member, shall be a quorum
- 48 2 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
- 48 3 If the Company only has one member, then such member present in person or by proxy or, if a corporate member, by its duly authorised representative shall be a quorum

**49. CHAIRING GENERAL MEETINGS**

- 49 1 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
- 49 2 1 any Director(s) present, or
- 49 2 2 (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 is referred to as “the Chairman of the Meeting”
- 49 4 Directors may attend and speak at general meetings, whether or not they are Shareholders
- 49 5 The Chairman of the Meeting may permit other persons who are not
- 49 5 1 Shareholders of the Company, or
- 49 5 2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,
- to attend and speak at a general meeting

**50. ADJOURNMENT**

- 50 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
- 50 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if
- 50 2 1 the meeting consents to an adjournment, or
- 50 2 2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 50 3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting
- 50 4 When adjourning a general meeting, the Chairman of the Meeting must
- 50 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- 50 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

- 50 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 50 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 50 5 2 containing the same information which such notice is required to contain
- 50 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**

### **51. VOTING: GENERAL**

- 51 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles
- 51 2 On a vote on a resolution on a show of hands, each member present in person has one vote

### **52. ERRORS AND DISPUTES**

- 52 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
- 52 2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final

### **53. POLL VOTES**

- 53 1 A poll on a resolution may be demanded
- 53 1 1 in advance of the general meeting where it is to be put to the vote, or
- 53 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 53 2 A poll may be demanded by
- 53 2 1 the Chairman of the Meeting,
- 53 2 2 the Directors,
- 53 2 3 two or more persons having the right to vote on the resolution, or
- 53 2 4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution
- 53 3 A demand for a poll may be withdrawn if
- 53 3 1 the poll has not yet been taken, and
- 53 3 2 the Chairman of the Meeting consents to the withdrawal
- 53 4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

53 5 On a vote on a resolution on a poll, each Share shall have the voting rights set out in these Articles

#### **54. CONTENT OF PROXY NOTICES**

54 1 Proxies may only validly be appointed by a notice in writing (a “Proxy Notice”) which

54 1 1 states the name and address of the Shareholder appointing the proxy,

54 1 2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed,

54 1 3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and

54 1 4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate

54 2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

54 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

54 4 Unless a Proxy Notice indicates otherwise, it must be treated as

54 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

54 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

#### **55. DELIVERY OF PROXY NOTICES**

55 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

55 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

55 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

55 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

#### **56. AMENDMENTS TO RESOLUTIONS**

56 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if

56 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not

- 
- less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and
- 56 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 56 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if
- 56 2 1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 56 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 56 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 7**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **57. COMPANY SECRETARY**

57 1 Subject to the provisions of the Act, the Directors shall (with the prior approval of the B Shareholder Majority) appoint a company secretary (the “**Company Secretary**”) for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them

57 2 In the event that the Directors remove the Company Secretary they shall take all necessary steps to appoint a new Company Secretary as soon as is reasonably practicable

#### **58. MEANS OF COMMUNICATION TO BE USED**

58 1 Subject to the Articles, anything sent or supplied by or to the Company under the 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

58 2 Subject to the 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

58 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

#### **59. EXECUTION OF DOCUMENTS**

59 1 Where the Act so permits, any instrument signed by one Director and the secretary or by two Directors and expressed to be executed by the Company as a deed shall have the same effect as if executed under the seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf

#### **60. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

60 1 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

#### **61. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

61 1 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings (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 undertaking

## DIRECTORS' INDEMNITY AND INSURANCE

### 62. INDEMNITY

62 1 Subject to Article 62 2, a relevant director may be indemnified out of the Company's assets against

62 1 1 any liability incurred by that relevant director (or member) in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or a Group Company,

62 1 2 any liability incurred by that relevant director (or member) in connection with the activities of the Company or associated Group Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and

62 1 3 any other liability incurred by that relevant director (or member) as an officer of the Company or a Group Company

62 2 This Article 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

### 63. INSURANCE

63 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director, or any current or former member of a Group Company that is a limited liability partnership, in respect of any Relevant Loss

63 2 In this Article, a "**Relevant Loss**" means any loss or liability which has been or may be incurred by a relevant director (or a current or former member of a Group Company that is a limited liability partnership) in connection with that relevant director's (or member's) duties or powers in relation to the Company, any Group Company or any pension fund or employees' Share scheme of the Company or Group Company.