

Company No. 3364571

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
DEFENCE CONTRACTOR MANAGEMENT AND OPERATIONS LIMITED
(previously "AWE MANAGEMENT LIMITED")
("the Company")

(Adopted by Special Resolution passed on 8 August 2022)

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1. INTERPRETATION

1.1 In these articles

"the Act" means the Companies Act 2006 (and subordinate legislation made under it) including any statutory modification or re-enactment thereof for the time being in force.

"A Majority" means the holder of a majority of the A shares.

"the articles" means the articles of the Company.

"B Majority" means the holder of a majority of the B shares.

"Business Day" means a day (Monday to Friday) on which banks generally are open in London for a full range of business.

"Chairman" means a B Director nominated in accordance with article 19.6.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"C Majority" means the holder of a majority of the C shares.

"Contract" means the management and operation contract dated 1 December 1999 between the Company and the Secretary of State for Defence as amended and restated from time to time (including the amendments made on 31 March 2016).

"controlling interest" means (i) the ownership or control, directly or indirectly, or more than fifty per cent of the voting share capital of the relevant undertaking; or (ii) the ability to direct the casting of more than fifty per cent of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters, or (iii) the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters.

"equity proportion" means the respective proportions in which the issued ordinary share capital of the Company is held from time to time by the A shareholders, the B shareholders and the C shareholders.

"executed" includes any mode of execution.

"fair price" means the open market value of the relevant shares between a willing seller and a willing third party buyer at the date of the transfer notice without any premium or discount by

reference to the percentage of the shares being sold or transferred and on the basis that the business of the Company is being carried on as a going concern.

"group" means in relation to a corporation which is a shareholder, that shareholder and any parent of the shareholder and any subsidiaries.

"office" means the registered office of the Company.

"the holder" or "the shareholder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

"regulatory approvals" means any necessary approvals required by any competent supranational, government or regulatory agencies or authorities.

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"settlement agreement" means any settlement agreement entered into by the Company and the UK Ministry of Defence in connection with the termination of the Contract.

"subsidiary" means in relation to a corporation which is a shareholder ("the holding company") any company in which the holding company or persons acting on its behalf for the time being directly or indirectly holds or controls either:

- a) a majority of the voting rights exercisable at general meetings of the members of that company on all or substantially all matters; or
- b) the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors of that company on all or substantially all matters;

and any company which is a subsidiary of another company shall also be a subsidiary of any further company of which that other is a subsidiary; provided that this definition shall not include the Company or any of its subsidiaries.

"the United Kingdom" means Great Britain and Northern Ireland.

1.2 Unless the context otherwise requires, words or expressions contained in the articles bear the same meaning as in the Act, but excluding any statutory modification of the Act not in force when these articles become binding on the Company.

1.3 References in these articles to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form.

1.4 Headings in these articles are for convenience only and shall not affect the interpretation hereof.

2. SHARE CAPITAL AND LIMITATION OF LIABILITY

2.1 The share capital of the Company is divided into A shares of £0.00000125 each ("A shares"), B shares of £0.00000125 each ("B shares") and C shares of £0.00000125 each ("C shares") (and collectively the "shares"). The A shares and the B shares and the C shares shall entitle the holders of those shares (respectively "A shareholders", "B shareholders" and "C shareholders") to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these articles.

- 2.2 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.
- 2.3 Except as otherwise provided in these articles, the A shares and the B shares and the C shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 2.4 On the transfer of any share as permitted by these articles:
- 2.4.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
- 2.4.2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.
- If no shares of a class remain in issue following a redesignation under this article, these articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting, or votes to be cast by or appointments made by shareholders of that class or directors appointed by that class.
- 2.5 No variation of the rights attaching to any class of shares shall be effective without the consent or sanction required by the Act to such variation.
- 2.6 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- 2.6.1 any alteration in the memorandum or articles of association of the Company;
- 2.6.2 any increase or reduction or other alteration in the authorised or issued share capital of the Company or any of the rights attaching to any share capital; and
- 2.6.3 any resolution to put the Company into liquidation.
- 2.7 No share of any class nor any right to subscribe for or convert any security into a share of any class shall be allotted otherwise than to the holder of a share of that same class.
- 2.8 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by the articles.
- 2.9 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 2.10 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.
3. SHARE CERTIFICATES
- 3.1 Every shareholder, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the

amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

- 3.2 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

4. [NOT USED]

5. LIEN

- 5.1 The Company shall have a first and paramount lien on every share registered in the name of a shareholder (whether solely or jointly with others) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of the share or payable by the shareholder or the shareholder's estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article if the declaration applies in respect of each A share and each B share and each C share in a like manner. The Company's lien on a share shall extend to any amount payable in respect of it.

- 5.2 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 fourteen 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.

- 5.3 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.

- 5.4 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 moneys 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.

6. CALLS ON SHARES AND FORFEITURE

- 6.1 Subject to the terms of allotment, the directors may make calls upon the shareholders in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each shareholder shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

- 6.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

- 6.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

- 6.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 6.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
- 6.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 6.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 6.8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 6.9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 6.10 A person any of whose shares have been forfeited shall cease to be a shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment 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.
- 6.11 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

7. TRANSFER OF SHARES; GENERAL

- 7.1 All transfers of shares shall be effected by instrument in writing, in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re-enactment thereof for the time being in force) or in any other form which the directors may approve.
- 7.2 The directors shall forthwith register any duly stamped transfer made in accordance with these articles and shall not register any transfer of shares which has not been made in compliance with these articles. They may also refuse to register a transfer unless:
- (a) it is lodged at the office or at such other place 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;
 - (b) it is in respect of only one class of shares; and
 - (c) it is in favour of not more than four transferees.
- 7.3 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.
- 7.4 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.
- 7.5 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 notice of the refusal is given.
- 7.6 The directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require to ensure compliance with this article. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction.

8. PERMITTED TRANSFERS

- 8.1 A shareholder may at any time transfer any of its shares (the "Relevant Shares") to a member of its group. The member of the shareholder's group may at any time transfer any of the Relevant Shares to the shareholder or another member of the shareholder's group. Article 9 shall not apply to the transfer of any Relevant Shares pursuant to this article 8.1.
- 8.2 If Relevant Shares have been transferred under article 8.1 (whether directly or by a series of transfers) by a shareholder (the "Transferor" which expression shall not include a second or subsequent transferor in a series of transfers) to a member of the Transferor's group (the "Transferee") and subsequently the Transferee ceases to be a member of the Transferor's group then the Transferee shall forthwith transfer the Relevant Shares to the Transferor or at the Transferor's option to a member of the Transferor's group. If the Transferee fails to transfer the Relevant Shares within thirty days of the Transferee ceasing to be a member of the Transferor's group then the Transferee shall be deemed to have served a Transfer Notice in respect of the

Relevant Shares and the provisions of article 9 shall apply accordingly. The Transfer Notice shall not be withdrawn in any circumstances.

- 8.3 The directors may require the holder of the Relevant Shares or the person named as transferee in any transfer lodged for registration to furnish the directors with such information as the directors may reasonably consider necessary for the purpose of ensuring that a transfer of shares is permitted under article 8.1. If the information is not provided within thirty days of the request the directors may refuse to register the transfer of the Relevant Shares.

9. PRE-EMPTION RIGHTS ON SHARE TRANSFERS

- 9.1 Before a shareholder (the "Seller") transfers or disposes of any share or any interest in any share, other than for intra-group transfers permitted under article 8, the Seller shall first give notice in writing (the "Transfer Notice") to the Company and the other shareholders of its desire to do so.

9.2 The Transfer Notice:

- 9.2.1 shall specify the number and class of shares desired to be transferred or disposed of ("Offered Shares");
- 9.2.2 shall specify the price per share which the Seller is willing to accept for the Offered Shares;
- 9.2.3 shall provide details of the proposed third party purchaser (the "Third Party Purchaser");
- 9.2.4 shall provide all material terms agreed between the Seller and Third Party Purchaser;
- 9.2.5 shall constitute the Company by its directors as the Seller's agent to offer and sell the Offered Shares to the other shareholders (the "Purchasers") at the price per share specified in the Transfer Notice or as determined in accordance with article 9.5;
- 9.2.6 shall not be withdrawn except as provided in article 9.6 and 9.11.2(a).

- 9.3 Upon receipt of the Transfer Notice, the Purchasers may inform the directors in writing within sixty days (the "Acceptance Period") whether they accept the price per share stipulated by the Seller or such other price as shall be agreed between the Seller and the Purchasers for all but not some of the Offered Shares. If the Purchasers accept the price, then the Offered Shares shall be offered at that price to the Purchasers in equal shares or such other ratio as may be agreed by the Purchasers.

- 9.4 If the Purchasers wish to purchase the Offered Shares but do not accept the price and fail to agree a price with the Seller within the Acceptance Period, then the Purchasers shall be entitled on the expiry of the Acceptance Period to instruct a firm of merchant or investment bankers (the "Expert") to determine the fair value of each Offered Share (the "Fair Value"). The Expert shall, unless otherwise agreed by each shareholder, be a firm which is independent of each shareholder and the Third Party Purchaser and which shall not have acted for any shareholder in any material capacity for a period of at least two years preceding the date of the Transfer Notice, and in the event that the shareholders are unable to agree upon such a firm within fifteen days after the expiry of the sixty day period referred to above, then the Expert shall be appointed by the President for the time being of the London Court of International Arbitration at the request of the Company. Subject to article 9.6, the costs of the Expert in determining the Fair Value shall be borne by each shareholder equally unless:

- 9.4.1 the Seller withdraws the Transfer Notice pursuant to article 9.6, in which case the Seller shall bear the costs of the Expert; or
 - 9.4.2 the Purchasers do not accept the offer to purchase the Offered Shares in accordance with article 9.7 or if through any fault of the Purchasers the purchase of the Offered Shares is not completed in accordance with the terms of the Allocation Notice, in which case the Purchasers shall each bear half of the costs of the Expert.
- 9.5 In determining the Fair Value, the Expert shall:
- 9.5.1 be considered to be acting as an expert and not as an arbitrator; and
 - 9.5.2 value the Offered Shares using the following principles:
 - (a) valuing the Offered Shares as on an arm's length sale between a willing Seller and a willing purchaser;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) each share whatever its class has the same value corresponding to its proportion of the value of all the shares taken as a whole;
 - (d) no reduced or additional value is attached to any holding of shares by virtue only of the holding comprising or after purchase conferring a majority or minority of the total issued share capital; and
 - (e) the application in all other respects of principles and practices consistent with those customarily applied in the previous audited accounts of the Company.
- 9.6 After receiving the Expert's determination of the Fair Value in writing, the Company shall deliver a copy of the Expert's determination to the Seller and the Purchasers. Within thirty days after delivery of the Expert's determination, if the Seller is not willing to accept the Fair Value they may withdraw the Transfer Notice and cancel the Company's authority to sell the Offered Shares by delivering to the Company a written undertaking to pay the cost of obtaining the Expert's determination and written notice of withdrawal. In the event of such revocation, the Seller shall not be entitled to transfer the Seller's shares or any of them without first serving a further Transfer Notice and otherwise complying with this article 9. The Seller may not otherwise withdraw the Transfer Notice or cancel the Company's authority to sell the Offered Shares except with the written consent of the directors or pursuant to article 9.11.2.
- 9.7 If the Seller has not withdrawn the Transfer Notice pursuant to article 9.6 within thirty days after delivery of the Expert's determination the Company shall offer the Offered Shares to the Purchasers at the Fair Value. The offer shall limit the time within which it may be accepted to thirty days from the date of the offer.
- 9.8 The Purchasers shall become bound, subject only to any necessary approvals of their shareholders in general meeting and any regulatory approvals, to purchase the Seller's shares on giving written notice to the Seller. The Company shall forthwith give notice (the "Allocation Notice") of the acceptance of the offer to purchase the Offered Shares in accordance with article 9.3 or 9.7 to the Seller and to the Purchaser. The Allocation Notice shall specify:
- 9.8.1 the price of the Offered Shares (the "Transfer Price"); and

- 9.8.2 the place and time (being not later than thirty days after the later of the date of the Allocation Notice, or the obtaining of all regulatory approvals for the purchase of the Offered Shares) at which the Transfer Price is to be paid by the Purchaser and the Offered Shares are to be transferred by the Seller.
- 9.9 The Seller shall be bound to transfer the Offered Shares against tender of the Transfer Price in accordance with the terms of the Allocation Notice.
- 9.10 If after having become bound to transfer the Offered Shares pursuant to article 9.8 the Seller defaults in transferring the Offered Shares, then the following provisions shall apply:
- 9.10.1 the Company may receive the purchase money and the Seller shall be deemed to have appointed any director or the secretary as the Seller's agent to execute a transfer of the Offered Shares in favour of the Purchaser and to receive the purchase money in trust for the Seller;
- 9.10.2 the receipt of the Company for the purchase money shall be a good discharge to the Purchaser and after its name has been entered in the register of members in purported exercise of the power the validity of the proceedings shall not be questioned by any person; and
- 9.10.3 the Seller shall be bound to deliver up the share certificate for the Offered Shares and on its delivery shall be entitled to receive the purchase price without interest. If the certificate comprises any shares which the Seller has not become bound to transfer the Company shall issue to the Seller a share certificate for the balance of those shares.
- 9.11 If the Purchasers do not accept the offer to purchase the Offered Shares in accordance with articles 9.3 or 9.7 or if through any fault of any Purchaser the purchase of the Offered Shares is not completed in accordance with the terms of the Allocation Notice, or any necessary approval of the shareholders of any Purchaser is not obtained, or shall not have been obtained within thirty days of the date of the Allocation Notice, or the regulatory approvals for the purchase of the Offered Shares are refused, or shall not have been obtained within 180 days of the date of the Allocation Notice, or earlier than the expiry of such latter period, any relevant authority has conclusively refused to grant any such regulatory approval, then the following provisions shall apply:
- 9.11.1 the Company shall notify that fact to the Seller; and
- 9.11.2 the Seller may either:
- (a) withdraw the Transfer Notice and cancel the Company's authority to sell the Offered Shares by delivering to the Company a written notice of withdrawal; or
 - (b) may, subject to article 10, before the expiration of 180 days after the latest of the date of the Transfer Notice or the receipt by the Seller of the Expert's determination (if any) or receiving the notification referred to in article 9.11.1 elect by notice in writing to the Company to transfer the Offered Shares to any person at a price not less than the purchase price specified in the Transfer Notice or, if lower, the Fair Value and on terms not more favourable than those offered to the Purchasers and subject to the condition that any proposed purchaser of the Offered Shares must enter into a deed with the Company and the Purchasers agreeing to discharge in full any outstanding obligations of the Seller towards the Company or the Purchasers.

9.12

9.12.1 The Seller shall give written notice to the Purchasers of its intention to dispose of the Offered Shares pursuant to article 9.11.2(b), the identity of the proposed transferee, its business and the price agreed to be paid for the Offered Shares.

9.12.2 If within thirty days of the receipt of the notice any Purchaser informs the Seller in writing that in its reasonable opinion the proposed transferee is not acceptable as a shareholder in the Company, the Seller shall again offer the Offered Shares to the Purchasers at the price referred to in article 9.11.2(b) and the Purchasers shall have thirty days from the date of the offer to accept it. If the offer is not accepted, the Seller may dispose of the Offered Shares to the proposed transferee, and on the terms, notified pursuant to article 9.12.1.

9.13 The shareholders undertake to give or procure such approvals as may be required under the provisions of this article 9 to any transfer of shares.

9.14 An obligation to transfer a share pursuant to article 8.3 or 9 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in the share free from all liens, mortgages, charges, encumbrances and other third party rights of whatever nature.

10. TAG ALONG RIGHTS

10.1 Where the Seller is the B Majority it must not complete any transfer of any shares to a Third Party Purchaser unless it ensures that the Third Party Purchaser offers to buy all the shares held by each other shareholder (a "Continuing Party"). Such offer must be:

10.1.1 to acquire all the shares held by each Continuing Party at the purchase price per share set out in the Transfer Notice in cash (or, if the Seller is to receive non-cash consideration, a consideration of equal value);

10.1.2 irrevocable and unconditional, except for any regulatory approvals and for any other condition relating to formalities which must, by law or the rules of any applicable regulatory body, be complied with before completion of the transfer can take place;

10.1.3 governed by the laws of England and Wales;

10.1.4 open for acceptance by each Continuing Party for a period of not less than 10 Business Days after receipt of the offer by each Continuing Party; and

10.1.5 otherwise on the same terms as set out in the Transfer Notice and the Continuing Parties will be required to give the same representations, warranties, indemnities, covenants and undertakings to the Third Party Purchaser as are being given by the B Majority, subject to each Continuing Party only being required to bear its equity proportion of liability for any breach and not having any liability for a breach by any other shareholder.

11. CHANGE OF CONTROL OF SHAREHOLDER

11.1 The following provisions of this article 11 shall apply in the event of any shareholder ceasing to be a subsidiary of another shareholder, or a controlling interest in any shareholder being acquired by an entity which is not itself a shareholder.

- 11.2 If a controlling interest in any shareholder (the "changed shareholder") is acquired by an entity which is not itself a shareholder, or if any shareholder which is a subsidiary of a shareholder shall cease to be a subsidiary of their current sole shareholder or its successors or assigns, then at any time prior to the expiry of a period of ninety days after such acquisition or, if later, the public announcement of such acquisition by any relevant market authority, the other shareholders (the "buying shareholders") shall be entitled to make an offer (the "offered price") in respect of all the shares and loans (the "relevant securities") collectively held by the changed shareholder and/or any members of its group. The offer for the relevant securities shall be in equal shares or such other ratio as the buying shareholders may agree.
- 11.3 If the changed shareholder notifies the buying shareholders within thirty days of receipt by the changed shareholder of notification of the offered price that it does not accept the offered price or fails to respond to the buying shareholders within such period, the determination of the fair price of the relevant securities shall be referred to an internationally recognised firm of investment bankers as the shareholders may agree or, failing such agreement within fifteen days of the expiry of the period of thirty days aforesaid, the Expert shall be such internationally recognised firm of merchant/investment bankers, independent of the shareholders, as is appointed for the purpose by the President for the time being of the London Court of International Arbitration at the request of the changed shareholder. Any such request shall be made within fifteen days of the expiry of the period of fifteen days aforesaid or such longer period as the shareholders may in writing agree. If the changed shareholder fails to make such a request, it should be deemed to have accepted the offered price. The Expert shall act as an expert and not as an arbitrator and its decision, which shall be incorporated in a certificate (the "expert's certificate"), shall be final and binding the shareholders. The costs of any Expert's determination shall be borne by the shareholders equally.
- 11.4 If an appointment of the Expert is made under article 11.3, the buying shareholders shall have the right to purchase the relevant securities from the changed shareholder at the fair price and the buying shareholders shall exercise such right of purchase by giving written notice to the changed shareholder within thirty days of the issue of the expert's certificate which, for the avoidance of doubt, shall be issued by the Expert to both the changed shareholder and the buying shareholders.
- 11.5 Subject only to any regulatory approvals or approval of the shareholders of the buying shareholders in general meeting ("approvals"), the changed shareholder shall become bound to sell and the buying shareholders shall become bound to purchase the relevant securities:
- (a) at the offered price, if the changed shareholder gives written notice of acceptance of the offered price under article 11.2; or
 - (b) at the offered price, if the changed shareholder fails to request the Expert to determine the fair price within the second period of fifteen days referred to in article 11.3; or
 - (c) at the fair price, if the buying shareholders give written notice of the exercise of its rights under article 11.4.

In such event, completion of the sale and purchase of the Offered Shares shall take place within sixty days of the day on which the shareholders become so bound (the "reference date") or if any approval has not been obtained by the expiry of that period, within ten days of the date on which the last approval to be obtained is obtained provided that, if any such approval has not been obtained within one-hundred and eighty days after the reference date, the Offer notice shall lapse and be without further effect.

- 11.6 Completion of any transfer of the relevant securities shall be subject to the condition that the buying shareholders shall have assumed the obligations of the changed shareholder under any guarantees and/or counter-indemnities to third parties in relation to the business of the Company. Such assumption is without prejudice to the right of the buying shareholders to receive a contribution from the changed shareholder for its share of any claims attributable to any liabilities arising in respect of the period during which the changed shareholder and/or any members of its group held relevant securities.

12. ALTERATION OF SHARE CAPITAL

- 12.1 Subject to the approval of each shareholder the Company may:

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

- 12.2 Whenever as a result of a consolidation of shares any shareholders would become entitled to fractions of a share, the directors may, on behalf of those shareholders, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those shareholders, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 12.3 Subject to the provisions of the Act and the approval of each shareholder, the Company may reduce its share capital, any capital redemption reserve and any share premium account in any way.

13. PURCHASE OF OWN SHARES

Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares, whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise.

14. NOTICE OF GENERAL MEETINGS

- 14.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

- 14.2 The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for

a date not later than twenty-eight days after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any shareholder of the Company may call a general meeting.

- 14.3 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

14.3.1 in the case of an annual general meeting, by all the shareholders entitled to attend and vote thereat; and

14.3.2 in the case of any other meeting, by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

15. QUORUM AT GENERAL MEETINGS

- 15.1 The quorum at any general meeting of the Company or adjourned general meeting shall be three persons present in person or by proxy or by duly authorised representative, of whom one shall be an A shareholder, one shall be a B shareholder and one shall be a C shareholder.

- 15.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

- 15.3 If within thirty minutes from the time appointed for any general meeting a quorum is not present, the meeting shall be adjourned to the same day seven days later at the same time and place unless agreed by all the shareholders, and if at an adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the shareholders present shall constitute a quorum. Notice of a meeting adjourned for the absence of a quorum shall be given to all shareholders.

- 15.4 A corporation which is a shareholder of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of shareholders of the Company. The person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder. Unless the directors otherwise decide, a copy of such authority in any manner approved by the directors shall be left at or sent by post or facsimile transmission to the office or such other place within the United Kingdom as the directors may determine before such representative is entitled to exercise any power on behalf of the corporation which he represents.

16. PROCEEDINGS AT GENERAL MEETINGS

- 16.1 The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the Chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

- 16.2 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the shareholders present and entitled to vote shall choose one of their number to be chairman.

- 16.3 A director shall, notwithstanding that he is not a shareholder, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 16.4 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
- 16.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by the chairman or by any shareholder present in person or by proxy or a representative and entitled to vote.
- 16.6 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 16.7 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 16.8 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be shareholders) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.9 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 16.10 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.11 A resolution in writing executed by or on behalf of each shareholder who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more shareholders. If such a resolution in writing is described as a special resolution, it shall have effect accordingly.
17. VOTES
- 17.1 Subject to articles 17.2 and 17.4, at a general meeting on a show of hands every shareholder present in person shall have one vote, and on a poll every shareholder present in person or by proxy or a representative shall have one vote for each share of which he is the holder.

- 17.2 No shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of other classes under a right to appoint which is a class right.
- 17.3 If at any meeting a shareholder is not present in person or by proxy or a representative the votes exercisable on a poll in respect of the shares of the same class held by shareholders present in person or by proxy or a representative shall be pro tanto increased (fractions of a vote by any shareholder being permitted) so that those shares shall together entitle those shareholders to the same aggregate number of votes as would be cast in respect of all the shares of that class if all the holders of those shares were present in person.
- 17.4 In the case of an equality of votes, whether on a show of hands or a poll, the chairman shall not have a second or casting vote.
- 17.5 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy or a representative, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 17.6 A shareholder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 17.7 No shareholder shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy or a representative, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 17.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 17.9 On a poll votes may be given either personally or by proxy or a representative. A shareholder may appoint more than one proxy to attend on the same occasion. Deposit of an instrument of proxy shall not preclude a shareholder from attending and voting at the meeting or at any adjournment of the meeting.
- 17.10 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.

- 17.11 The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority (in any manner approved by the directors) may be delivered to the registered office, or to some other place or to some person specified or agreed by the directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting, or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.
- 17.12 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
18. NUMBER AND AGE OF DIRECTORS
- The number of directors shall not be less than three. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director by reason of his having attained any particular age. No shareholding qualification for directors shall be required.
19. APPOINTMENT AND REMOVAL OF DIRECTORS
- 19.1 The A Majority for the time being and the C Majority for the time being shall each be entitled to appoint one person to be director of the Company (any such director so appointed being called respectively the "A director" and the "C director"). The B Majority for the time being shall be entitled to appoint up to two persons to be directors of the Company (one of whom shall be the Chairman nominated in accordance with article 19.6) (any such directors so appointed being called "B Directors"), provided that the Board shall at all times consist of at least one A director, the Chairman and one C director.
- 19.2 The Board shall have a Chairman. The Chairman shall be a B director nominated in accordance with article 19.6 by or on behalf of the B Majority. Unless otherwise unanimously agreed by the shareholders, the Chairman shall hold office for so long as he continues to serve as a director.
- 19.3 The B Directors may be a current or former employee of the B Majority's group.
- 19.4 The A director may at any time be removed from office by the holder of a majority of the A shares, any B director may at any time be removed from office by the holder of a majority of the B shares and the C director may at any time be removed from office by the holder of a majority of the C shares.
- 19.5 If the A director or any B director (including the Chairman) or the C director shall die or be removed from or vacate office for any cause, the A Majority (in the case of the A director) or the B Majority (in the case of a B director (including the Chairman)) or the C Majority (in the case of the C director) shall appoint in his place another person to be the A director or a B director or the Chairman or the C director (as the case may be).
- 19.6 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of: the A Majority in the case of the A director; the B Majority in the case of a B director and the identity of the Chairman; or the C Majority in the case of the C director; . Each such notice shall be served on the Company at its registered office, marked for the attention

of the Secretary. In the case of a corporation the notice may be signed on its behalf by a director or the secretary of the corporation or by its duly appointed attorney or duly authorised representative. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.

- 19.7 The right to appoint and to remove the A director or B directors or C director under this article shall be a class right attaching to the A shares and the B shares and the C shares respectively. The rights to nominate the Chairman under this article shall be class rights attaching to the B shares.
- 19.8 If no A shares or B shares or C shares remain in issue following a redesignation under these articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 19.9 A director appointed by a class of shareholders pursuant to this article shall cease to be a director from the date on which the shareholders of the class at the time of his appointment cease to be shareholders.
- 19.10 The office of a director shall be vacated if:
- 19.10.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- 19.10.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 19.10.3 he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director;
- 19.10.4 he resigns his office by notice in writing to the Company; or
- 19.10.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) shall not during this period have attended any meetings instead of him, and the directors resolve that his office be vacated.
- 19.11 No A director or B director or C director shall be appointed or removed otherwise than pursuant to this article 19, save as provided by law.
- 19.12 The Board may at its discretion and subject to unanimous agreement of all Board members present invite others to attend at Board meetings as observers, provided that the meeting is quorate and due notice has been given. Any observer shall withdraw from any Board meeting where requested by any Director.
- 19.13 Subject to the provisions of the Act, the directors may appoint one or more of their number to any executive office under the Company and may enter into an agreement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment or agreement may be made upon such terms as the directors may determine. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

20. POWERS OF DIRECTORS

- 20.1 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by resolution approved by each shareholder, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 20.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 20.3 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any director holding any executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more shareholders shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

21. DIRECTORS' REMUNERATION AND EXPENSES

- 21.1 The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.
- 21.2 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.
- 21.3 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

22. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 22.1 Any director (other than an alternate director) may appoint any other director to be an alternate director and may remove from such an appointment an alternate director appointed by him and the alternate need not be approved by resolution of the directors. In these articles, where the context so permits, the term "A director" or "B director" or "C director" shall include an alternate director appointed by the A director or a B director or the C director as the case may be. A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.

- 22.2 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors. Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors.
- 22.3 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a shareholder, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence.
- 22.4 An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.
- 22.5 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 22.6 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.
23. NOTICE OF BOARD MEETINGS
- 23.1 A director may, and the secretary at the request of a director shall, call a meeting of directors.
- 23.2 Not less than 14 days written notice shall be given of all meeting of directors unless written approval of a shorter period of notice is given by one A director the Chairman and one C director.
- 23.3 Each notice convening a meeting of the directors shall:
- (a) be sent to the address notified from time to time by each director to the secretary (or if none has been supplied, to his last known address) or given to him personally or by any other means authorised in writing by the director concerned; and
 - (b) contain an agenda specifying in reasonable detail the matters to be discussed at the meeting and shall be accompanied by any relevant paper for discussion at the meeting.
- 23.4 A director may waive notice of any meeting either prospectively or retrospectively.
24. PROCEEDINGS OF DIRECTORS
- 24.1 Each director shall have one vote. Subject to the provisions of the articles, the directors may regulate their proceedings as they see fit. Subject to article 33, for so long as the B Majority holds a majority of the shares, any resolution of the Board shall be treated as being passed if the Chairman votes in favour of the resolution, notwithstanding the votes of any other Directors. In the event that the Chairman does not vote in favour of any matter then the matter shall not be approved.

- 24.2 The quorum at any meeting of the directors shall be three directors, of whom one shall be the A director, the Chairman and the C director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum as an A director, the Chairman or C director (as the case may be) reflecting the designation of his appointor. No business shall be transacted at any meeting of the directors unless a quorum is present at the commencement of the meeting and also when that business is voted on. If a quorum is not present within 30 minutes of the time appointed for the meeting or if during the meeting such a quorum ceases to be, then the meeting shall be adjourned to the same day seven days later at the same time and place unless agreed by all the directors. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the directors present shall constitute a quorum.
- 24.3 All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum; and accordingly, a meeting of the directors or committee of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting then is.
- 24.4 If at any time at or before any meeting of the directors or of any committee of the directors the A director or the Chairman or the C director should request that the meeting should be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to be present or for any other reason, which he need not state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made.
- 24.5 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 24.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors and indicating each director's vote on the resolution shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Approval of matters presented in any such written resolutions in lieu of a meeting of the Board shall be subject to the approval requirements set forth in article 24.1.
25. DIRECTORS' INTERESTS
- 25.1 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in

which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

25.2 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

- (a) may be a shareholder to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a shareholder to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

25.3 For the purposes of article 25.2:

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

26. SECRETARY

Subject to the provisions of the Act, a secretary may be appointed by the directors 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.

27. MINUTES

The directors shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the directors; and
- (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

28. DIVIDENDS

28.1 Subject to the provisions of the Act, the Company may with the approval of each shareholder declare interim or final dividends in accordance with the respective rights of the shareholders.

28.2 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any

share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

- 28.3 The shareholders may direct that any dividend shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any shareholder upon the footing of the value so fixed in order to adjust the rights of shareholders and may vest any assets in trustees.
- 28.4 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 28.5 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 28.6 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

29. CAPITALISATION OF PROFITS

The Company may with the approval of each shareholder:

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
- (b) appropriate the sum resolved to be capitalised to the shareholders who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those shareholders, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in paying up unissued shares to be allotted to shareholders credited as fully paid;
- (c) resolve that any shares allotted under this article to any shareholder in respect of a holding by the shareholder of any partly paid shares shall, so long as those shares remain partly paid, rank for dividends only to the extent that the partly paid shares rank for dividend. A shares and B shares and C shares allotted pursuant to this article shall be allotted to holders of A shares and B shares and C shares respectively;

- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this article in fractions; and
- (e) authorise any person to enter on behalf of all the shareholders concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such shareholders.

30. NOTICES

- 30.1 Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 30.2 A shareholder present, either in person or by proxy or a representative, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 30.3 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 30.4 Any notice or other document may be served on or delivered to any shareholder by the Company either personally, or by sending it by pre-paid first class post (air mail in the case of an address for service outside the United Kingdom) addressed to the shareholder at his registered address or by fax to a number provided by the shareholder for this purpose, or by leaving it at his registered address addressed to the shareholder, or by any other means authorised in writing by the shareholder concerned.
- 30.5 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- 30.6 Any notice or other document if given personally shall be deemed served when delivered, if sent by first class post, shall be deemed to have been served or delivered five Business Days after posting, and if sent by fax shall be deemed served when despatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee.
- 30.7 Any requirement in these articles for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.

31. WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders. The liquidator may, with the like sanction, vest the whole or any part

of the assets in trustees upon such trusts for the benefit of the shareholders as he with the like sanction determines, but no shareholder shall be compelled to accept any assets upon which there is a liability.

32. INDEMNITY

32.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary, auditor or other officer or employee of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses, damages and liabilities which he may sustain or incur in or about the execution of his duties or the exercise of his powers or otherwise in relation thereto including, without prejudice to the generality of the foregoing, any liability incurred defending any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without any finding or admission of material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

32.2 The directors may exercise all the powers of the Company to purchase and maintain for any director, auditor or other officer (including former directors and other officers) or any other person insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.

33. RESTRICTIONS ON POWERS OF THE COMPANY AND THE DIRECTORS

Notwithstanding any other provisions of the articles, the Company shall not without the approval of each shareholder:

- (a) permit or cause to be proposed any replacement of or amendment to its memorandum and articles of association or other constitutional documents of the Company;
- (b) permit or cause to be proposed any alteration to its share capital (including the amount authorised or in issue) or the rights attaching to its shares;
- (c) make any material change to nature or scope of its business;
- (d) acquire or dispose (whether in a single transaction or series of transactions) by the Company of any business (or any material part of any business) or of any shares in any company or any acquisition by the Company of any asset (whether acquired outright, through hire-purchase agreement, lease agreement, credit sale agreement or otherwise);
- (e) enter into, terminate or materially vary or amend any material partnership, joint venture or profit-sharing agreement or material variation or amendment to any of the foregoing;
- (f) create any mortgage, charge, encumbrance or other security interest over all or any material part of the undertaking, property or assets of the Company ;
- (g) appoint or remove its financial auditors;
- (h) determine the amount of any further finance proposed to be provided to the Company by the shareholders in the event of any imminent breach of any of the Company's continuing financial covenants or obligations;

- (i) permit any additional capital contributions or subscriptions for Shares or take any step to establish the value of any non-cash assets contributed to the Company in respect of such capital contribution or subscriptions for shares;
- (j) be wound up or make a proposal that it be wound up;
- (k) enter into, terminate, amend or enforce any contract or transaction between the Company on the one hand and any member, any member of a member's group or any director of the Company on the other hand;
- (l) change the dividend policy of the Company;
- (m) make any amendment to a settlement agreement which would have a disproportionately adverse impact on the A Majority or the C Majority;
- (n) undertake any matter which requires the approval of a special resolution of members under the Act;
- (o) make any borrowing, incur any material indebtedness or the enter into any debt facility or debt security agreement;
- (p) enter into any arrangement, contract or transaction outside the normal course of the Company's business or otherwise than on arm's length terms;
- (q) make any loan or quasi-loan or grant any credit or give any guarantee or indemnity to a third party (unless such guarantee or indemnity is required for the purposes of the Company's business)
- (r) institute any legal proceedings, or settle or compromise any legal proceedings (other than debt recovery proceedings in the ordinary course of the Company's business) instituted or threatened against the Company, or submit to arbitration or alternative dispute resolution any dispute involving the Company;
- (s) establish any branch, agency, trading establishment or business or close any such branch, agency, trading establishment or business (except as required for the purposes of the Company's business);
- (t) enter into any (i) contract of employment; or (ii) consultancy arrangement, which, in the case of (ii) provides for the payment of remuneration or fees in excess of a rate of £150,000 per annum; and
- (u) acquire or take any interest in real property, including entry into any leasehold agreement or licence.