

Company number 4045864

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF THE A SHAREHOLDERS OF

BDP HOLDINGS LIMITED (the "Company")

Dated *26 July* 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**2006 Act**"), the directors of the Company (the "**Directors**") propose that the following resolutions are passed as ordinary or special resolutions as indicated (the "**Resolutions**") by the holders of A ordinary shares in the Company (being the members of the Company entitled to vote on the resolutions of the Company)

ORDINARY RESOLUTION

- 1 THAT, subject to and conditional upon completion of the implementation of compromise arrangements reached with The Board of the Pension Protection Fund, the Pensions Regulator and Building Design Partnership Pension Trustees Limited, the Trustee of the Company's pension scheme, the BDP Pension Scheme (the "**Scheme**" and "**Trustee**", as appropriate) in respect of the current funding deficit of the Company's group in relation to the Scheme ("**Completion**"), the Directors be generally and unconditionally authorised to increase the issued share capital of the Company by the creation of a new class of A1 ordinary shares of £1 00 each in the Company having such rights and privileges as set out in the proposed new articles of association of the Company (the "**New Articles**")

SPECIAL RESOLUTION

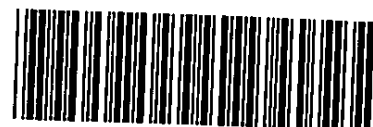
- 2 THAT, subject to and conditional upon Completion, the issued share capital of the Company be increased by the issue of 1,676,833 A1 ordinary shares pursuant to the authority conferred by resolution 3 below

ORDINARY RESOLUTION

- 3 THAT, subject to and conditional upon Completion, in accordance with section 551 of the 2006 Act, the Directors be generally and unconditionally authorised to exercise all the powers of the Company to allot A1 ordinary shares in the Company or grant rights to subscribe for or to convert any security into A1 ordinary shares in the Company to the Trustee up to an aggregate nominal amount of £1,676,833, provided that (unless previously revoked, varied or renewed) this authority shall expire on 30 June 2014

SPECIAL RESOLUTION

- 4 THAT, subject to the passing of resolution 3 and conditional upon Completion, in accordance with section 570 of the 2006 Act, the Directors be and hereby are generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by resolution 3 above, as if section 561(1) of the 2006 Act did not apply to any such allotment provided that this power shall expire on 30 June 2014 unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity



securities in accordance with any such offer or agreement notwithstanding that the power conferred by this resolution has expired

ORDINARY RESOLUTION

- 5 THAT, for the purposes of section 175 of 2006 Act, the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, provided that authorisation of such a matter shall be effective only if
- 5 1 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the "**Interested Directors**"), and
- 5 2 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted

ORDINARY RESOLUTION

- 6 THAT, for the purposes of s175 of the 2006 Act, the matters disclosed below which are, or may be a direct or indirect interest that conflicts or may possibly conflict with the interests of the Company be hereby authorised, subject to the following.
- 6 1 the authorisation shall extend to any actual or potential conflict of interest (including a conflict of interest and a conflict of duties) which may reasonably be expected to arise in connection with each relevant matter,
- 6 2 the members reserve the right to terminate any or all of the authorisations at any time by simple majority and authorise the board of directors to themselves terminate any or all such authorisations should they see fit,
- 6 3 the Directors authorised below shall not be required to disclose any confidential information relating to a relevant matter in which they are interested to the Company or other such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence used by them in relation to or in connection with that relevant matter, and
- 6 4 the Directors authorised below must notify the Company without delay of any change in the facts and circumstances relating to any relevant matter in which they are interested

Matters disclosed:

Interested Director	Relevant matter, position, office or employment	Details of interest
Francis Peter Glare, Graham Stewart McClements, Robert Spittle	Each being a director of the Company, and, if applicable, its subsidiaries, being Building Design Partnership Limited and BDP Advanced Technologies Limited, and Building Design Partnership Pension Trustees Limited (the trustee of the Company's pension scheme)	Situational conflict due to duties owed to the holding companies and subsidiary companies and the trustee company of the Company's pension scheme as directors


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	FRANCIS PETER GLARE <i>Block capitals please</i>	Dated 26. 07. 13
Signed for and on behalf of Francis Peter Glare by his/her attorney Brynley Fussell		

NOTES

- 1 If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - (a) **By hand** delivering the signed personally to Brynley Fussell of PO Box 85, 11 Ducie Street, Piccadilly Basin, Manchester, M60 3JA
 - (b) **By post**, returning the signed copy by post to PO Box 85, 11 Ducie Street, Piccadilly Basin, Manchester, M60 3JA marked "For the attention of Brynley Fussell"
 - (c) **By fax** by faxing the signed copy to +44 (0)161 828 2235 marked "For the attention of Brynley Fussell"
 - (d) **By email** by attaching a scanned copy of the signed document to an email and sending it to bryn.fussell@bdp.com

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by the date 28 days from 26th July 2013, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	DANIEL KEVIN SMYTH <i>Block capitals please</i>	
Signed for and on behalf of Daniel Kevin Smyth by his/her attorney Brynley Fussell		
		Dated 26.07.13


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	ANTHONY MCGUIRK ... <i>Block capitals please</i>	
Signed for and on behalf of Anthony McGuirk by his/her attorney Brynley Fussell		

Dated 26.07.13


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company.

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	STEPHEN GILLHAM <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Stephen Gillham by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	DAVID MICHAEL BRENNAN <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of David Michael Brennan by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	STEPHEN BARRY REDFERN <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Stephen Barry Redfern by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	SCOTT MACKENZIE <i>Block capitals please</i>	Dated <i>26.07.13</i>
Signed for and on behalf of Scott Mackenzie by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company.

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	DAVID CHARLES CASH <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of David Charles Cash by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	ROBERT SPITTLE <i>Block capitals please</i>	
Signed for and on behalf of Robert Spittle by his/her attorney Brynley Fussell		
		Dated 26.07.13


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	MARTIN COOK <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Martin Cook by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	MARTIN RHODES SUTCLIFFE <i>Block capitals please</i>	
Signed for and on behalf of Martin Rhodes Sutcliffe by his/her attorney Brynley Fussell		Dated 26.07.13


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	ANDREW GERARD SMITH <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Andrew Gerard Smith by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company.

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	PETER JOHN COLEMAN <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Peter John Coleman by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	PETER DUNCAN DRUMMOND <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Peter Duncan Drummond by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	ANDREW JAMES WHITEHURST <i>Block capitals please</i>	
Signed for and on behalf of Andrew James Whitehurst by his/her attorney Brynley Fussell		
		Dated 26.07.13

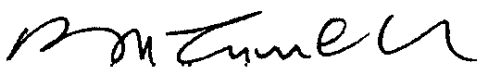
SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	JOHN MCMANUS <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of John McManus by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	BENEDICT DOMINIC ANTONY ZUCCHI <i>Block capitals please</i>	
Signed for and on behalf of Benedict Dominic Antony Zucchi by his/her attorney Brynley Fussell		Dated 26.07.13


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	GRAHAM STEWART MCCLEMENTS <i>Block capitals please</i>	Dated <i>26.07.13</i>
Signed for and on behalf of Graham Stewart McClements by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	GAVIN JAMES ELLIOTT <i>Block capitals please</i>	Dated <i>26.07.13</i>
Signed for and on behalf of Gavin James Elliott by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	CHRISTOPHER ROBERT HARDING <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Christopher Robert Harding by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	CHRISTOPHER JOHN LANGSTON <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Christopher John Langston by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	MICHELLE JANET MCDOWELL <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Michelle Janet McDowell by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	ANDREW JOHN TINDSLEY <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Andrew John Tindsley by his/her attorney Brynley Fussell		

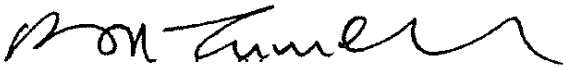
SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	HEATHER OLWYN WELLS <i>Block capitals please</i>	Dated <i>26.07.13</i>
Signed for and on behalf of Heather Olwyn Wells by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	JOHN WAKES <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of John Wakes by his/her attorney Brynley Fussell		

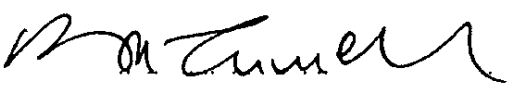
SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	JEREMY SWEET <i>Block capitals please</i>	Dated 26.07.13
Signed for and on behalf of Jeremy Sweet by his/her attorney Brynley Fussell		


SPECIAL RESOLUTION

- 7 THAT, subject to and conditional upon Completion, the proposed New Articles in the form attached signed by the secretary of the Company for the purposes of identification be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company

AGREEMENT

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

The undersigned, being a person entitled to vote on the above Resolutions on 26th July 2013, hereby irrevocably agrees to the Resolutions

Name of member	ANDREW PETER SWAIN-SMITH <i>Block capitals please</i>	
Signed for and on behalf of Andrew Peter Swain-Smith by his/her attorney Brynley Fussell		
		Dated 26.07.13

BF.

The Companies Act 2006

Articles of Association of BDP Holdings Limited

(the "company")

(adopted by special resolution of the company passed on 2nd AUGUST 2013)

Index to the articles

Part 1

Exclusion of model articles, interpretation and limitation of liability

- 1 Exclusion of model articles
- 2 Defined terms and interpretation
- 3 Liability of members
- 4 Shareholders' Agreement prevails

Part 2

Directors

Directors' powers and responsibilities

- 5 Directors' general authority
- 6 Shareholders' reserve power
- 7 Directors may delegate
- 8 Committees

Decision-making by directors

- 9 Directors to take decisions collectively
- 10 Unanimous decisions
- 11 Calling a directors' meeting
- 12 Participation in directors' meetings
- 13 Quorum for directors' meetings
- 14 Chairing of directors' meetings
- 15 Casting vote
- 16 Records of decisions to be kept
- 17 Directors' discretion to make further rules

Appointment of directors

- 18 Number of directors
- 19 Methods of appointing directors
- 20 Termination of director's appointment
- 21 Directors' remuneration
- 22 Directors' expenses

Directors' conflicts of interest

- 23 Conflict situations
- 24 Transactions or other arrangements with the company

Alternate directors

- 25 Appointment and removal of alternate directors
- 26 Rights and responsibilities of alternate directors
- 27 Termination of alternate directorship

Part 3

Shares and distributions

Shares

- 28 Powers to issue different classes of Share
- 29 Company not bound by less than absolute interests
- 30 Share certificates
- 31 Replacement Share certificates

Partly paid Shares

- 32 Company's lien over Shares
- 33 Enforcement of the company's lien
- 34 Call notices
- 35 Liability to pay calls
- 36 When call notice need not be issued
- 37 Failure to comply with call notice automatic consequences
- 38 Notice of intended forfeiture
- 39 Directors' power to forfeit Shares
- 40 Effect of forfeiture
- 41 Procedure following forfeiture
- 42 Surrender of Shares

Share transfers

- 43 General prohibition on Share transfers
- 44 Deed of Adherence
- 45 Permitted Transfers
- 46 Voluntary Share transfers
- 47 Authority to complete transfers
- 48 Share transfer instrument

Compulsory Share transfers

- 49 Tag-along rights
- 50 Drag-along rights

Transmission

- 51 Transmission of Shares
- 52 Exercise of transmitttees' rights
- 53 Transmitttees bound by prior notices

Consolidation of Shares

- 54 Procedure for disposing of fractions of Shares

Dividends and other distributions

- 55 Income
- 56 Procedure for declaring dividends
- 57 Calculation of dividends
- 58 Payment of dividends and other distributions
- 59 Deductions from distributions in respect of sums owed to the company
- 60 No interest on distributions
- 61 Unclaimed distributions
- 62 Non-cash distributions
- 63 Waiver of distributions
- 64 Return of capital

Capitalisation of profits

- 65 Authority to capitalise and appropriation of capitalised sums

Part 4

Decision-making by Shareholders

Organisation of general meetings

- 66 Attendance and speaking at general meetings
- 67 Quorum for general meetings
- 68 Chairing general meetings
- 69 Attendance and speaking by directors and non-Shareholders
- 70 Adjournment

Voting at general meetings

- 71 Voting general
- 72 Errors and disputes
- 73 Poll votes
- 74 Content of proxy notices
- 75 Delivery of proxy notices
- 76 Amendments to resolutions
- 77 No voting of Shares on which money owed to company

Application of rules to class meetings

- 78 Class meetings

Part 5

Administrative arrangements

- 79 Company secretary
- 80 Means of communication to be used
- 81 Deemed receipt of documents and information
- 82 Company seals
- 83 No right to inspect accounts and other records
- 84 Provision for employees on cessation of business

Indemnity and insurance

- 85 Indemnity
- 86 Insurance

The Companies Act 2006
Articles of Association of BDP Holdings Limited

Part 1

Exclusion of model articles, interpretation and limitation of liability

1 Exclusion of model articles

The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 do not apply to the company

2 Defined terms and interpretation

2.1 Defined terms

Unless the context otherwise requires, in addition to any express definitions set out below, words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

In addition

A Ordinary Share means an A ordinary share of £1 in the capital of the company for the time being,

A1 Ordinary Share means an A1 non-voting ordinary share of £1 in the capital of the company for the time being,

Accounting Period means the period ending on an Accounts Date,

Accounts means the audited consolidated and company balance sheets of the company and its subsidiaries as at an Accounts Date and the audited consolidated profit and loss account of the company and its subsidiaries for an Accounting Period ending on the same Accounts Date together with the notes and directors report relating thereto and other documents required by law to be annexed or attached thereto,

Accounts Date means 31 December in any year,

Acquisition Date means 1 January, 1 April, 1 July and 1 October in each year,

alternate or alternate director has the meaning given in article 25,

Annual Dividend means a dividend declared on the A1 Ordinary Shares and C Ordinary Shares of such amount as the directors shall from time to time determine,

appointor has the meaning given in article 25,

articles means the company's articles of association,

Associate means any person, firm or company which is a connected person (as defined in section 839 of the Taxes Act) of any of the Shareholders, or which is an associated company as defined in section 416 of the Taxes Act of the Shareholders,

Balance Sheet Value means the consolidated capital and reserves of the company as reported on the most recently approved consolidated balance sheet of the company and its subsidiaries prepared in accordance with generally accepted accounting principles at an Accounts Date less the par value of any issued A Ordinary Shares,

Balance Sheet Value Dividend means a dividend per A1 Ordinary Share and C Ordinary Share in issue equal to interest at the rate of 1½ per cent per annum above the base rate from time to time of the principal bankers of the company prevailing forty days prior to the relevant Quarter Day on the Balance Sheet Share Price divided by four less an amount equal to the rate of tax credit attaching to such a dividend,

Balance Sheet Share Price means the Balance Sheet Value divided by the number of A1 Ordinary Shares and C Ordinary Shares in issue at the relevant Accounts Date and in the event of such calculations resulting in a fraction of a penny the sum shall be rounded to the nearest penny,

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,

Board means the board of directors of the company,

Business Day means any day (other than a Saturday or Sunday) on which banks generally are open for normal business in London,

C Ordinary Share means a C non-voting ordinary share of £1 in the capital of the company for the time being,

call has the meaning given in article 34,

call notice has the meaning given in article 34,

chairman has the meaning given in article 14,

chairman of the meeting has the meaning given in article 68,

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

company's lien has the meaning given in article 32,

Deed of Adherence has the meaning given in the Shareholders' Agreement,

director means a director of the company, and includes any person occupying the position of director, by whatever name called,

distribution recipient has the meaning given in article 58,

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

Earnings Share Price means the Weighted Average Earnings per Share multiplied by such multiple as the Board determines from time to time by Requisite Majority subject to a minimum multiple of 5 and in the event of such calculation resulting in a fraction of a penny the sum shall be rounded to the nearest penny,

electronic form has the meaning given in section 1168 of the Companies Act 2006,

eligible director means a director who would be entitled to vote on a matter were it proposed as a resolution at a directors' meeting,

EBT means the BDP Holdings Limited Employee Benefit Trust governed by a trust deed dated 29 January 2001 and made between the company and BDP Holdings Employee Benefit Trustees Limited,

Encumbrance means any mortgage, charge, pledge, option, attachment, restriction, assignment, security interest, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set-off, hypothecation, encumbrance or any security interest whatsoever howsoever created or arising, including any analogous security interest under local law,

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

Group means the company together with its holding company or companies and any subsidiary or subsidiary undertaking of the company or any such holding company, from time to time, and **Group Company** shall be construed accordingly,

hard copy form has the meaning given in section 1168 of the Companies Act 2006,

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

holding company has the meaning given in section 1159 of the Companies Act 2006,

instrument means a document in hard copy form,

lien enforcement notice has the meaning given in article 33,

Listing means the admission of any part of the share capital of the company to the Official List of the Stock Exchange or the trading of any part of the share capital of the company on the Alternative Investment Market or any recognised investment exchange,

Liquidation means the passing of a resolution for the winding up, dissolution, liquidation, the entering into of a company voluntary arrangement or administration, or the invitation to a secured creditor to appoint an administrative receiver or receiver, including any analogous proceedings in any other relevant jurisdiction, of any Group Company (as appropriate),

ordinary resolution has the meaning given in section 282 of the Companies Act 2006,

paid means paid or credited as paid,

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

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

Pension Scheme means the BDP Pension Scheme established by the Third Definitive Trust Deed and Rules dated 30 July 1998, as amended from time to time, which is administered by the Pension Scheme Trustees,

Pension Scheme Trustees means Building Design Partnership Pension Trustees Limited registered in England and Wales under number 00909457 whose registered office is at c/o Ben Miller, DLA Piper UK LLP, 7th Floor, India Buildings, Water Street, Liverpool, L2 0NH which phrase shall, where the context so requires, include all their legal successors and assigns),

PPF means the Board of the Pension Protection Fund, a statutory corporation established by the Pensions Act 2004 (and its underlying regulations),

Prescribed Price means, in relation to a Transfer under article 45(a), the price per Share offered by the transferee (as defined in article 44),

proxy notice has the meaning given in article 74,

qualifying person has the meaning given in section 318 of the Companies Act 2006,

Quarter Day means 31 March, 30 June, 30 September and 31 December,

Requisite Majority means 75 per cent of the votes of all of the directors or the holders of A Ordinary Shares as the case may be,

Sale means the sale of all of the Shares,

Share means a share of any class in the share capital of the company,

Shareholder means a holder of Shares whose name is entered in the register of members of the company,

Shareholders' Agreement means the agreement entered into on the date of the adoption of these articles between the company, the PPF, the Pension Scheme Trustees, (Y) and (Z) as from time to time amended,

special resolution has the meaning given in section 283 of the Companies Act 2006,

subsidiary has the meaning given in section 1159 of the Companies Act 2006,

subsidiary undertaking has the meaning given in section 1162 of the Companies Act 2006,

TASOT means the tax approved share ownership trust adopted by the company as amended from time to time and constituted by a trust deed dated 29 January 2001 as amended from time to time and formerly known as the all employee share ownership plan or AESOP,

Taxes Act means the Income and Corporation Taxes Act 1988,

Transfer means any sale, assignment, pledge, transfer, grant of lease or other disposition of any legal, equitable or other interest or the creation of an Encumbrance, whether by operation of law or otherwise,

Transfer Share Price means the higher of the Earnings Share Price and the Balance Sheet Share Price,

transmittee means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,

Weighted Average Earnings per Share means the weighted average (weighting the most recent year most highly and applying the weightings 3 2 1 to the respective years) of the consolidated basic earnings per A1 Ordinary Share and C Ordinary Share of the company calculated in accordance with generally accepted accounting principles for the three years ending on the Accounts Date of the most recently approved Accounts, and

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

2.2 Interpretation

In these articles, unless otherwise specified

- (a) headings are for ease of reference only and shall not be taken into account in construing these articles of association,
- (b) references to articles are to the articles of these articles of association,

- (c) the expression **this article** shall, unless followed by reference to a specific provision, be deemed to refer to the whole article (not merely the paragraph or other provision) in which the expression occurs,
- (d) references to a **subsidiary** shall include reference to a subsidiary and a subsidiary undertaking, each as defined in the Companies Act 2006,
- (e) references to any gender shall include the others, and words in the singular include the plural and vice versa,
- (f) references to a **person** (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality),
- (g) the words **include**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words,
- (h) the words **other** and **otherwise** shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible, and
- (i) reference to any English legal concept, term, action, remedy, method of judicial proceeding, legal document, legal status, court or official shall, in respect of any jurisdiction other than England and Wales, be deemed to refer to what most nearly approximates in that jurisdiction to that reference

3 Liability of members

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

4 Shareholders' Agreement prevails

The provisions of these articles including in particular (without limitation) articles 21, 28 and 54 to 65 (inclusive) and 83 shall be subject to, and construed in accordance with, the provisions of the Shareholders' Agreement

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

- (1) The Shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action
- (2) No such special resolution invalidates anything which the directors have done before the passing of such special resolution

7 Directors may delegate

- (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
 - (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions,as they think fit
- (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
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions

8 Committees

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

Decision-making by directors

9 Directors to take decisions collectively

- (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10
- (2) If the company only has one director the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

10 Unanimous decisions

- (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- (2) Such a decision may take the form of a resolution in writing, one or more copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing
- (3) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

11 Calling a directors' meeting

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- (2) Notice of any directors' meeting must indicate

- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (3) Notice of a directors' meeting must be given to each director (including any alternate director), but need not be in writing
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12 Participation in directors' meetings

- (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (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
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

13 Quorum for directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors and, unless otherwise fixed, it is two
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further directors
- (4) For the purposes of any meeting (or part of a meeting) held pursuant to article 23 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of that meeting) shall be one eligible director

14 Chairing of directors' meetings

- (1) The directors may appoint a director to chair their meetings
- (2) The person so appointed for the time being is known as the chairman
- (3) The directors may terminate the chairman's appointment at any time

- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

15 Casting vote

- (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

16 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

17 Directors' discretion to make further rules

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

Appointment of directors

18 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (excluding alternate directors) shall not be subject to any maximum but shall be not less than two

19 Methods of appointing directors

- (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by
- (a) ordinary resolution,
 - (b) the Shareholder or Shareholders who at the time hold a majority in nominal value of the A Ordinary Shares in the company giving notice of appointment in writing to the company (in which case the appointment takes effect on receipt by the company of the notice or, if later, on the date specified in the notice), or
 - (c) a decision of the directors
- (2) In any case where, as a result of death or bankruptcy, the company has no Shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him have the right, by notice in writing, to appoint a person, who is willing to act and is permitted to do so, to be a director
- (3) For the purposes of paragraph (2), where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder

20 Termination of director's appointment

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,

- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) 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,
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (g) the company receives notice in writing of removal of that person as a director from the Shareholder or Shareholders who at the time hold a majority in nominal value of the A Ordinary Shares in the company

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

21 Directors' remuneration

- (1) Directors may undertake any services for the company that the directors decide
- (2) Directors are entitled to such remuneration as the directors determine
 - (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company
- (3) Subject to the articles, a director's remuneration may
 - (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director (including to or in respect of any members of a director's family)
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested
- (6) The directors may make arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of a past director of the company or to a present or past director of any of its subsidiaries or any body corporate associated with, or any business acquired by, any of them, including in each case to or in respect of any members of a director's family

22 Directors' expenses

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

- (a) meetings of directors or committees of directors,
- (b) general meetings, or

- (c) separate meetings of the holders of any class of Shares or of debentures of the company,

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

Directors' conflicts of interest

23 Conflict situations

- (1) The directors may authorise any matter or situation which would, if not authorised, be an infringement by that director of his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the company
- (2) Any authorisation under this article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised
- (3) Any authorisation under this article is effective only if
 - (a) the matter or situation in question has been proposed by a director for consideration at a meeting of directors in accordance with the Board's normal procedures or in such other manner as the directors may approve,
 - (b) any requirement as to the quorum at the meeting of the directors at which the matter or situation is considered is met without counting the director in question or any other interested director (together the **Interested Directors**),
 - (c) the matter or situation was agreed to without the Interested Directors voting or would have been agreed to if their votes had not been counted
- (4) Any authorisation of a conflict under this article may
 - (a) be subject to such terms and for such duration or impose such limits or conditions as the directors may determine whether at the time the authorisation is given or subsequently, and
 - (b) be terminated or varied by the directors at any time
- (5) Where the directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
 - (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict,
 - (b) is not given any documents of other information relating to the conflict, and
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict or otherwise participate in any decision relating to the conflict
- (6) Where the directors authorise a conflict
 - (a) the director must conduct himself in accordance with any terms imposed by the director in relation to the conflict, and
 - (b) the director does not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the authorisation

- (7) A director is not required, by reason of his office, to account to the company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Act 2006) derives from a matter or situation authorised under this article, subject in each case to any terms, limits or conditions attaching to that authorisation. No transaction or arrangement is liable to be avoided on such grounds.
- (8) If a matter or situation is authorised pursuant to this article the director is not required to
 - (a) disclose to the company any confidential information received by him (other than by virtue of his position as director of the company) relating to that matter or situation, or
 - (b) use that information in relation to the company's affairs,
 if to do so would result in a breach of a duty of confidence owed by him to another person in relation to that matter or situation.
- (9) A director does not require authorisation by the directors under this article in respect of any actual or potential conflict which may reasonably be expected to arise by reason only of that director also being a director of another group undertaking (as defined in section 1161(5) of the Companies Act 2006). A director is not to be regarded as infringing his duty under section 175 of the Companies Act 2006 as a result of the lack of such authorisation.

24 Transactions or other arrangements with the company

- (1) A director must declare the nature and extent of his interests in a proposed or existing transaction or arrangement with the company in accordance with section 177 or section 182 of the Companies Act 2006.
- (2) Provided he has complied with paragraph (1), a director
 - (a) is to be counted as participating in the decision-making process (including for quorum and voting purposes) notwithstanding that it in any way concerns or relates to an actual or proposed transaction or arrangement in which he has, directly or indirectly, any kind of interest,
 - (b) may be party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the company (or any body corporate in which the company is directly or indirectly interested) or in which the company is otherwise directly or indirectly interested, and
 - (c) is not, except as he may otherwise agree, required to account to the company for remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Act 2006) derives from any such transaction or arrangement, and no transaction or arrangement is liable to be avoided on such grounds.
- (3) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (4) Subject to paragraph (5), 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.
- (5) 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.

Alternate directors

25 Appointment and removal of alternate directors

- (1) Any director (the **appointor**) may appoint as an alternate any other director or any other person to
 - (a) exercise that director's powers, and
 - (b) carry out that director's responsibilities,in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- (2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors
- (3) The notice must
 - (a) identify the proposed alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

26 Rights and responsibilities of alternate directors

- (1) An alternate director has the same rights, in relation to any decision of the directors as the alternate's appointor
- (2) Except as the articles specify otherwise, alternate directors
 - (a) are deemed for all purposes to be directors,
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their appointors, and
 - (d) are not deemed to be agents of or for their appointors
- (3) For the purposes of determining whether a quorum is participating
 - (a) a person who is an alternate director but not a director may be counted as participating only if that person's appointor is not participating, but no alternate may be counted as more than one director for such purposes, and
 - (b) a director who is also an alternate director does not count as more than one director
- (4) At a directors' meeting
 - (a) a person who is an alternate director but not a director has a vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it, and
 - (b) a director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it
- (5) Where the directors take a unanimous decision in accordance with article 10 a person who is an alternate director but not a director

- (a) may participate in the decision only if his appointor is an eligible director in relation to that decision, but does not participate, and
 - (b) does not count as more than one director for such purposes
- (6) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

27 Termination of alternate directorship

An alternate director's appointment as an alternate terminates

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

Part 3

Shares and distributions

Shares

28 Powers to issue different classes of Share

- (1) Subject to the articles, but without prejudice to the rights attached to any existing Share, the company may issue Shares with such rights or restrictions as may be determined by ordinary resolution
- (2) The company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such Shares

29 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

30 Share certificates

- (1) The company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- (2) Every certificate must specify
 - (a) in respect of how many Shares, of what class, it is issued,
 - (b) the nominal value of those Shares,

- (c) the amount paid up on them, and
- (d) any distinguishing numbers assigned to them
- (3) No certificate may be issued in respect of Shares of more than one class
- (4) If more than one person holds a Share, only one certificate may be issued in respect of it
- (5) Certificates must
 - (a) have affixed to them the company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts

31 Replacement Share certificates

- (1) If a certificate issued in respect of a Shareholder's Shares is
 - (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed,
 that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares
- (2) A Shareholder exercising the right to be issued with such a replacement certificate
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

Partly paid Shares

32 Company's lien over Shares

- (1) The company has a lien over every Share which is partly paid for any part of
 - (a) that Share's nominal value, and
 - (b) any premium at which it was issued,

which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it

The company also has a lien over every Share (whether fully or partly paid) registered in the name of any Shareholder (whether solely or in the name of one of two or more joint holders) for all other moneys presently payable by that Shareholder (or his estate) to the company

A lien which the company has by virtue of this article is referred to in the articles as **the company's lien**

- (2) The company's lien over a Share
 - (a) takes priority over any third party's interest in that Share, and

- (b) extends to any dividend or other money payable by the company in respect of that Share and (if the lien is enforced and the Share is sold by the company) the proceeds of sale of that Share
- (3) The directors may at any time decide that a Share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part
- 33 Enforcement of the company's lien**
- (1) Subject to the provisions of this article, if
 - (a) a lien enforcement notice has been given in respect of a Share, and
 - (b) the person to whom the notice was given has failed to comply with it,the company may sell that Share in such manner as the directors decide
- (2) A lien enforcement notice
 - (a) may only be given in respect of a Share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
 - (b) must specify the Share concerned,
 - (c) must require payment of the sum payable within 14 days of the notice,
 - (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
 - (e) must state the company's intention to sell the Share if the notice is not complied with
- (3) Where Shares are sold under this article
 - (a) the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
 - (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- (4) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
 - (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice
- (5) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a Share has been sold to satisfy the company's lien on a specified date
 - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share

34 Call notices

- (1) Subject to the articles and the terms on which Shares are allotted, the directors may send a notice (**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
- (2) A call notice
 - (a) 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),
 - (b) must state when and how any call to which it relates is to be paid, and
 - (c) may permit or require the call to be paid by instalments
- (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
- (4) Before the company has received any call due under a call notice the directors may
 - (a) revoke it wholly or in part, or
 - (b) 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

35 Liability to pay calls

- (1) Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- (2) Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- (3) Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them
 - (a) to pay calls which are not the same, or
 - (b) to pay calls at different times

36 When call notice need not be issued

- (1) A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the company in respect of that Share (whether in respect of nominal value or premium)
 - (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue
- (2) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in

respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

37 Failure to comply with call notice: automatic consequences

- (1) If a person is liable to pay a call and fails to do so by the call payment date
 - (a) the directors may issue a notice of intended forfeiture to that person, and
 - (b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate
- (2) For the purposes of this article
 - (a) 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,
 - (b) 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,
 - (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, or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum
- (3) The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- (4) The directors may waive any obligation to pay interest on a call wholly or in part

38 Notice of intended forfeiture

A notice of intended forfeiture

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,
- (b) 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,
- (c) 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,
- (d) must state how the payment is to be made, and
- (e) 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

39 Directors' power to forfeit Shares

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

40 Effect of forfeiture

- (1) Subject to the articles, the forfeiture of a Share extinguishes
 - (a) all interests in that Share, and all claims and demands against the company in respect of it, and
 - (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the company
- (2) Any Share which is forfeited in accordance with the articles
 - (a) is deemed to have been forfeited when the directors decide that it is forfeited,
 - (b) is deemed to be the property of the company, and
 - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit
- (3) If a person's Shares have been forfeited
 - (a) the company must send that person notice that forfeiture has occurred and record it in the register of members,
 - (b) that person ceases to be a member in respect of those Shares,
 - (c) that person must surrender the certificate for the Shares forfeited to the company for cancellation,
 - (d) 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
 - (e) 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
- (4) At any time before the company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

41 Procedure following forfeiture

- (1) If a forfeited Share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- (2) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a Share has been forfeited on a specified date
 - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share
- (3) A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share

- (4) 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
- (a) was, or would have become, payable, and
 - (b) 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

42 Surrender of Shares

- (1) A member may surrender any Share
- (a) in respect of which the directors may issue a notice of intended forfeiture,
 - (b) which the directors may forfeit, or
 - (c) which has been forfeited
- (2) The directors may accept the surrender of any such Share
- (3) The effect of surrender on a Share is the same as the effect of forfeiture on that Share
- (4) A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

Share transfers

43 General prohibition on Share transfers

- (1) Save for a transfer pursuant to and in accordance with the provisions of article 44, 45 and/or 46 the Shareholders agree and undertake that no transfer of any Shares may be made without the prior written consent of the other Shareholders
- (2) Save in the case of a Sale or a Listing and save as provided in these articles, none of the A Ordinary Shares shall be capable of being transferred

44 Deed of Adherence

If any Shareholder (the **transferor**) proposes to Transfer any Shares to any person (the **transferee**) who is not already a party to the Shareholders' Agreement then it shall be a condition precedent to such Transfer and the registration thereof that all existing Shareholders and the transferee shall execute a Deed of Adherence, save that no such Deed of Adherence is required where the Pension Scheme Trustees Transfer any Shares to the PPF where the PPF has assumed responsibility for the Pension Scheme pursuant to section 161 of the Pensions Act. Where the PPF has assumed such obligations pursuant to that provision, the PPF may exercise any of the rights or powers of the Pension Scheme Trustees under these articles or otherwise in relation to the company and/or the other Shareholders

45 Permitted Transfers

A holder of A1 Ordinary Shares may

- (a) freely Transfer its A1 Ordinary Shares (in whole or in part) at the Prescribed Price and the provisions of article 46 shall not apply to such a Transfer, or

- (b) in its absolute discretion, transfer its A1 Ordinary Shares (in whole or in part) in accordance with the provisions of article 46 and in the event that such discretion is exercised the provisions of article 46 shall apply *mutatis mutandis* to such a transfer save that
 - (i) references to a C Ordinary Share and to C Ordinary Shares shall be construed as references to an A1 Ordinary Share and to A1 Ordinary Shares respectively, and
 - (ii) references to a Vendor shall be construed as references to the holder of A1 Ordinary Shares

46 Voluntary Share transfers

- (1) In accordance with article 43, any holder of C Ordinary Shares who wishes to sell its C Ordinary Shares or who is obliged to sell its holding of C Ordinary Shares pursuant to these articles or to the rules of the TASOT (a **Vendor**) shall give notice in writing to the company of such wish (a **Transfer Notice**). The Transfer Notice shall identify the price per C Ordinary Share equal to the Transfer Share Price (the **Transfer Price**).
- (2) The Transfer Notice shall constitute the company as the Vendor's agent for the sale of all, or some only, of the C Ordinary Shares held by the Vendor (the **Sale Shares**) at the Transfer Price (the **Offer**). A Transfer Notice shall be accompanied by the Vendor's Share certificates and (save as hereinafter provided) may not be withdrawn.
- (3) In the first instance the Transfer Notice will constitute an offer of its holding of C Ordinary Shares to the trustees of the TASOT. In the event that the trustees of the TASOT choose not to purchase any of the Sale Shares, or choose to purchase some but not all of the Sale Shares, in either case on or prior to the next Acquisition Date falling at least five Business Days following receipt of the Transfer Notice, then the Offer shall secondly be made to the trustees of the EBT. In the event that the trustees of the EBT choose not to purchase any of the Sale Shares, or choose to purchase some but not all of the Sale Shares, then the Offer shall be made to the company (PROVIDED THAT any allocation of such Sale Shares to the company shall be subject to the company being legally able to acquire them and in accordance with the provisions of the Companies Acts). Insofar as such C Ordinary Shares so offered shall not be allocated in accordance with the preceding provisions of this article 46(3), the following provisions shall apply
 - (a) the company shall no later than 21 days from the Acquisition Date falling at least five Business Days following receipt of the Transfer Notice give notice in writing to each of the holders of C Ordinary Shares of the company (other than the Vendor or any other holder of C Ordinary Shares who has served or who is deemed to have served a Transfer Notice which is still outstanding) (a **Relevant Member**) informing them that such of the Sale Shares not allocated to the TASOT, the EBT or the company (the **Remaining Sale Shares**) are available and of the Transfer Price and shall invite him to state in writing within 21 days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Remaining Sale Shares. All shares mentioned in any Transfer Notice shall be offered in the first instance to all Relevant Members on the basis that in the case of competition the Remaining Sale Shares shall be sold to the Relevant Members accepting the offer in proportion (as nearly as may be) to their existing holdings of C Ordinary Shares (the **Proportionate Entitlement**). It shall be open to each Relevant Member to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement (**Excess Shares**), and
 - (b) after the expiry of 49 days from the Acquisition Date following receipt of the Transfer Notice or sooner if all of the Sale Shares offered shall have been accepted in the manner provided above the directors shall allocate such of the Sale Shares as the trustees of the TASOT, the trustees of the EBT or the company has applied for to the

TASOT, the EBT or the company as the case may be and the Remaining Sale Shares in the following manner

- (i) if the total number of C Ordinary Shares applied for is equal to or less than the number of the Remaining Sale Shares, the company shall allocate the number applied for in accordance with the applications, or
- (ii) if the total number of C Ordinary Shares applied for is more than the number of Remaining Sale Shares, each Relevant Member shall be allocated his Proportionate Entitlement or such lesser number of Remaining Sale Shares for which he may have applied and applications for Excess Shares shall be allocated (as nearly as may be) in the proportions which applications for Excess Shares bear to one another,

and in either case the company shall forthwith give notice of each such allocation (an **Allocation Notice**) to the Vendor and each of the persons to whom Remaining Sale Shares have been allocated (a **Shareholder Purchaser**) and shall specify in the Allocation Notice the place and time at which the sale of the Sale Shares shall be completed

- (4) The Vendor shall be bound to transfer the Sale Shares comprised in the Allocation Notice, and if it makes default in so doing the company may receive the purchase money and the chairman for the time being of the company or failing him one of the directors or some other person duly nominated by a resolution of the Board for that purpose, shall be deemed to be the duly appointed attorney of the Vendor to execute a transfer of the Sale Shares in accordance with the aforesaid Allocation Notice and the rules of TASOT and the company shall hold the purchase money in trust for the Vendor. The receipt by the company of the purchase money shall be a good discharge to the Shareholder Purchaser and after their name has been entered in the company's register of members in exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. If such purchase is not completed (for any reason other than the Vendor's default) within such period of 5 days, then the certificates and duly completed transfer in respect of the Sale Shares shall be returned to the Vendor
- (5) In the event of all the Sale Shares not being sold under the preceding paragraphs of this article the Vendor may, at any time within three calendar months after receiving confirmation from the company that the pre-emption provisions in this article 46 have been exhausted, transfer any Sale Shares to any person or persons at any price being not less than the Transfer Price
- (6) All C Ordinary Shares transferred pursuant to this article 46 shall be transferred legally and beneficially and free from all Encumbrances together with all rights, benefits and advantages attached thereto as at the date of the Transfer Notice except the right to any dividend declared but not paid prior to the date of the relevant Transfer Notice
- (7) Any member of the company who is an employee of the company or any of its subsidiaries, other than a director, (a **Retiring Member**) shall, upon the Retiring Member ceasing for whatever reason to be an employee of the company or any of its subsidiaries, be automatically deemed to have given an Transfer Notice in accordance with article 46(1) in respect of all C Ordinary Shares then held by such Retiring Member on the date on which he ceases to be an employee if he has failed to serve a Transfer Notice before that date, to sell all C Ordinary Shares then held by the Retiring Member on the Acquisition Date next following receipt of the Transfer Notice
- (8) The Board shall refuse to register any Transfer of any Share other than a Transfer permitted by or under and made in accordance with the provisions of articles 43 to 48 (inclusive) which Transfer the Board shall register

47 Authority to complete transfers

If any Vendor or any Dragged Shareholders under article 50 fails to execute the relevant documents necessary to effect a sale or transfer or accept an offer required or agreed pursuant to articles 43 to 48 (inclusive) or article 50 within 7 days of the required date under those articles, the other Shareholder (or if there is more than one Shareholder, any of them) may act (and such Vendor or Dragged Shareholder hereby appoints the other Shareholder (or if there is more than one other Shareholder, each of them) by way of security for the performance of its obligations under articles 43 to 48 (inclusive) or article 50 to act as its attorney on its behalf to do all things and execute all documents necessary to effect such transfer or sale or offer. The company may act as the agent of any Vendor or any Dragged Shareholder to give a good receipt for any consideration payable.

48 Share transfer instrument

- (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of
 - (a) the transferor, and
 - (b) (if any of the Shares is partly paid) the transferee
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- (3) The company may retain any instrument of transfer which is registered
- (4) The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it
- (5) The directors may refuse to register the transfer of a Share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

Compulsory Share transfers

49 Tag-along rights

- (1) Subject to compliance with article 43, if a holder of A Ordinary Shares (Proposed Transferor) wishes to transfer all of its A Ordinary Shares or any interest in them to a third party and if, as a result of the transfer, the transferee and its Associates would collectively hold 50 per cent or more of all of the issued A Ordinary Shares the tag-along right in this article arises
- (2) Where the tag-along right arises the Proposed Transferor may not transfer any of its A Ordinary Shares or any interest in them unless, at least 40 Business Days before the date of the agreement to transfer, the transferee shall have made a written offer (an **Offer**) to each of the other Shareholders (each an **Offeree**) to purchase all of its Shares at the same price per Share (and otherwise on the same terms) as the proposed sale of A Ordinary Shares by the Proposed Transferor. The Offer shall be open for acceptance by an Offeree for not less than 15 Business Days and, if accepted, the sale of all of an Offeree's Shares shall be completed simultaneously with the completion of the sale of the Proposed Transferor's A Ordinary Shares
- (3) This article 49 shall not apply to a proposed transfer to an existing Shareholder

50 Drag-along rights

- (1) If a third party (a **Buyer**) shall make a bona fide arm's length offer to acquire all the A Ordinary Shares upon terms and conditions which a holder of at least 50 per cent of the A Ordinary Shares (the **Acceptor**) wishes to accept then the drag-along right in this article arises

- (2) When the drag-along right arises the Acceptor may by written notice to each of the other Shareholders (each a **Dragged Shareholder**) require a Dragged Shareholder to sell its Shares at the same price per A Ordinary Share and otherwise on the same terms as the Acceptor (save that a Dragged Shareholder shall not be obliged to give warranties or indemnities save as to title to its Shares) to the Buyer simultaneously with completion of the sale of the Acceptors' Shares to the Buyer
- (3) Written notice from the Acceptor under this article 50 shall oblige a Dragged Shareholder to deliver up to the Buyer an executed transfer of their Shares and the certificates for the same and to sign and execute all other relevant documents in connection with the sale against payment of the price of their Shares
- (4) This article 50 shall only apply after the rights of Shareholders to acquire the relevant A Ordinary Shares under article 45 have been exhausted

Transmission

51 Transmission of Shares

- (1) If title to a Share passes to a transmittee, the company may only recognise the transmittee as having any title to that Share
- (2) Nothing in these articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder
- (3) A transmittee who produces such evidence of entitlement to Shares as the directors may properly require
 - (a) may, subject to the articles, choose either to become the holder of those Shares or to have them transferred to another person, and
 - (b) subject to the articles, and pending any transfer of the Shares to another person, has the same rights as the holder had
- (4) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares

52 Exercise of transmittees' rights

- (1) Transmittees who wish to become the holders of Shares to which they have become entitled must notify the company in writing of that wish
- (2) If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

53 Transmittees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 52(2), has been entered in the register of members

Consolidation of Shares

54 Procedure for disposing of fractions of Shares

- (1) This article applies where
 - (a) there has been a consolidation or division of Shares, and
 - (b) as a result, Shareholders are entitled to fractions of Shares
- (2) The directors may
 - (a) sell the Shares representing the fractions to any person including the company for the best price reasonably obtainable,
 - (b) in the case of a certificated Share, authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
 - (c) distribute the net proceeds of sale in due proportion among the holders of the Shares
- (3) Where any Shareholder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that Shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- (4) The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (5) The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale

Dividends and other distributions

55 Income

- (1) Subject to article 56, the A1 Ordinary Shares and C Ordinary Shares shall confer upon the holders thereof (as if the A1 Ordinary Shares and C Ordinary Shares constituted one class of Share) the right by way of dividend to receive the Annual Dividend and the Balance Sheet Value Dividend. No dividends will be paid upon the A Ordinary Shares and for the avoidance of doubt the A Ordinary Shares shall not confer upon the holders thereof as a class any right to receive income. All dividends paid shall
 - (a) be the net dividend after deduction of the associated tax credit,
 - (b) be accompanied by a certificate for the associated tax credit,
 - (c) in the case of the Balance Sheet Value Dividend be paid on each Quarter Day,
 - (d) in the case of the Balance Sheet Value Dividend be paid on the due date without any resolution of the directors or the company other than as required by law,
 - (e) in the case of any Annual Dividend be paid to the holders of A1 Ordinary Shares and C Ordinary Shares on 31 December next following the end of the relevant Accounting Period,
 - (f) if not paid on the date fixed for payment, become a debt due from and immediately payable by the company to the Shareholder in question, and
 - (g) if described as being a certain percentage per annum be reduced proportionately on a daily basis in respect of any period less than a full year

- (2) Subject to the provisions of the Companies Acts, the company shall cause each subsidiary of the company to make such distributions to the company as shall enable it to pay all dividends falling to be paid under this article 55 (or so much of them as the distributable profits of the subsidiaries permit)
- (3) In the event that whether by reason of any principle of law or otherwise the company is unable to pay in full on any dividend payment date, any dividend (the **Relevant Dividend**) payable pursuant to this article 55 then the following provisions shall apply
 - (a) the company shall pay on the due dividend payment date to such holders on account of the Relevant Dividend the maximum sum which can be properly paid by the company,
 - (b) the company shall pay on every succeeding dividend payment date (and may pay at any time after the due dividend payment date) on account of the balance of the Relevant Dividend remaining outstanding the maximum sum (if any) which can be properly paid by the company, and
 - (c) if a dividend is not paid in full on a dividend payment date, otherwise than by reason of lack of distributable reserves or other prohibition or restriction imposed by law, such dividend shall be increased by an amount equivalent to interest on the amount not paid at the rate of 1% per month (compounded monthly) until it is actually paid. Such additional dividend shall be payable on each succeeding dividend payment date (or the date such unpaid dividend is paid if sooner) or the company may pay such additional dividend at the end of each month if it wishes to do so

56 Procedure for declaring dividends

- (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- (2) Save in respect of article 55(1)(d), 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
- (3) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- (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
- (5) If the company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- (7) If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

57 Calculation of dividends

- (1) Except as otherwise provided by the articles or the rights attached to Shares, all dividends must be
 - (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid, and

- (b) 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
- (2) If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly
- (3) For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount

58 Payment of dividends and other distributions

- (1) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (c) 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
 - (d) 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
- (2) In the articles, **the distribution recipient** means, in respect of a Share in respect of which a dividend or other sum is payable
 - (a) the holder of the Share, or
 - (b) if the Share has two or more joint holders, whichever of them is named first in the register of members, or
 - (c) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

59 Deductions from distributions in respect of sums owed to the company

- (1) If
 - (a) a Share is subject to the company's lien, and
 - (b) the directors are entitled to issue a lien enforcement notice in respect of it,
 they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the company in respect of that Share or otherwise to the extent that they are entitled to require payment under a lien enforcement notice
- (2) Money so deducted must be used to pay any of the sums payable in respect of that Share or otherwise
- (3) The company must notify the distribution recipient in writing of
 - (a) the fact and amount of any such deduction,

- (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
- (c) how the money deducted has been applied

60 No interest on distributions

The company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by

- (a) the terms on which the Share was issued, or
- (b) the provisions of another agreement between the holder of that Share and the company

61 Unclaimed distributions

- (1) All dividends or other sums which are

- (a) payable in respect of Shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed

- (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

- (3) If

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

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

62 Non-cash distributions

- (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)

- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

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

63 Waiver of distributions

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

- (a) the Share has more than one holder, or
- (b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

64 Return of capital

- (1) On a return of capital of the company on a Liquidation or otherwise (other than a redemption of Shares or the purchase by the company of its own Shares), the surplus assets and retained profits of the company after payment of all liabilities and available for distribution among the Shareholders will be allocated to the payment of

- (a) any accrued interest on such unpaid dividends, then
- (b) any arrears deficiency or accruals of due or declared but unpaid Balance Sheet Value Dividend, then
- (c) any arrears deficiency or accruals of due or declared but unpaid Annual Dividends, then
- (d) the subscription price paid for each A1 Ordinary Share and C Ordinary Share, then
- (e) the par value of each A Ordinary Share *pro rata* to their respective holdings,

and in the event of the surplus assets being insufficient to satisfy all monies due to Shareholders within any one of the above categories of priority then any monies available for distribution shall be apportioned between the individuals entitled to such monies in proportion in which such individuals are owed such monies

- (2) In the event of the surplus assets referred to in article 64(1) exceeding the monies due under 64(1) then the excess shall be divided between the holders of A1 Ordinary Shares and C Ordinary Shares *pro rata* to their respective holdings (as if the A1 Ordinary Shares and C Ordinary Shares constituted one class of Share)

Capitalisation of profits

65 Authority to capitalise and appropriation of capitalised sums

- (1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution
 - (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve, and
 - (b) appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions
- (2) Capitalised sums must be applied
 - (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them

- (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
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied
 - (a) in or towards paying up any amounts unpaid on existing Shares held by the persons entitled
 - (b) 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
- (5) Subject to the articles the directors may
 - (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

Part 4

Decision-making by Shareholders

Organisation of general meetings

66 Attendance and speaking at general meetings

- (1) The A Ordinary Shares shall entitle their holder(s) to attend, speak and vote at a general meeting of the company. The A1 Ordinary Shares and C Ordinary Shares shall not entitle their holder(s) to attend, speak or vote at a general meeting of the company other than in respect of a general meeting which includes a resolution proposing a Liquidation
- (2) 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
- (3) A person is able to exercise the right to vote at a general meeting when
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (4) 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
- (5) 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

- (6) 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

67 Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

68 Chairing general meetings

- (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- (a) the directors present, or
- (b) (if no directors are present), the meeting,

must appoint a director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

- (3) The person chairing a meeting in accordance with this article is referred to as **the chairman of the meeting**

69 Attendance and speaking by directors and non-Shareholders

- (1) Directors may attend and speak at general meetings, whether or not they are Shareholders
- (2) The chairman of the meeting may permit other persons who are not
- (a) holders of A Ordinary Shares of the company, or
- (b) otherwise entitled to exercise the rights of holders of A Ordinary Shares in relation to general meetings,

to attend and speak at a general meeting

70 Adjournment

If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If

- (a) at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, or
- (b) during the adjourned meeting a quorum ceases to be present,

the qualifying person or qualifying persons present shall be a quorum, if he or they together hold(s) a majority in nominal value of such part of the issued share capital of the company as confers the right to attend and vote at general meetings of the company

- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- (a) the meeting consents to an adjournment, or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- (4) When adjourning a general meeting, the chairman of the meeting must
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- (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

71 Voting. general

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

72 Errors and disputes

- (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
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

73 Poll votes

- (1) A poll on a resolution may be demanded
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (2) A poll may be demanded by
 - (a) the chairman of the meeting,
 - (b) the directors, or
 - (c) any qualifying person present and entitled to vote at the meeting
- (3) A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal

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

- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

74 Content of proxy notices

- (1) Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which
 - (a) states the name and address of the Shareholder appointing the proxy,
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - (d) is delivered not less than 24 hours before the time appointed for general meeting or adjourned meeting to which it relates to the company in accordance with the articles and any instructions contained in the relevant notice of the general meeting

A proxy which is not delivered in such manner shall be invalid, unless the directors in their discretion accept the notice at any time before the meeting

- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (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
- (4) Unless a proxy notice indicates otherwise, it must be treated as
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

75 Delivery of proxy notices

- (1) Any notice of a general meeting must specify the address or addresses at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- (2) 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
- (3) 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
- (4) 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

- (5) 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

76 Amendments to resolutions

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- (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

77 No voting of Shares on which money owed to company

No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all calls or other sums presently payable to the company in respect of that Share have been paid

Application of rules to class meetings

78 Class meetings

The provisions of the articles relating to general meetings apply, with any necessary modifications (including without limitation the right of holders of A1 Ordinary Shares to attend meetings of holders of A1 Ordinary Shares and the right of holders of C Ordinary Shares to attend meetings of holders of C Ordinary Shares), to meetings of the holders of any class of Shares

Part 5

Administrative arrangements

79 Company secretary

The directors may from time to time appoint any person who is willing to act as the 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 the directors

80 Means of communication to be used

- (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 Companies Act 2006 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

- (2) Subject to the Companies Act 2006, the company may send or supply documents or information to Shareholders by making them available on a website
- (3) 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

81 Deemed receipt of documents and information

- (1) Where the company sends a document or information by post (whether in hard copy or electronic form) and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient
 - (a) 48 hours after it was posted, if posted by first class post to an address in the United Kingdom, and
 - (b) on the fifth working day after it was posted, if posted by international signed for post to an address outside the United Kingdom
- (2) Where the company sends or supplies a document or information by electronic means and the company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 24 hours after it was sent
- (3) Where the company sends or supplies a document or information by means of a website, it is deemed to have been received by the intended recipient
 - (a) when the material was first made available on the website, or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- (4) In calculating a period of hours for the purposes of this article, no account is to be taken of any part of a day that is not a working day
- (5) 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

82 Company seals

- (1) Any common seal may only be used by the authority of the directors
- (2) The directors may decide by what means and in what form any common seal is to be used
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- (4) For the purposes of this article, an authorised person is
 - (a) any director of the company,
 - (b) the company secretary (if any), or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

83 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a Shareholder

84 Provision for employees on cessation of business

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

Indemnity and insurance

85 Indemnity

(1) Subject to paragraph (2) the company may indemnify

- (a) any relevant director or any relevant secretary against any liability incurred by or attaching to that person in the actual or purported execution or discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, and
- (b) any relevant director against any liability incurred by him in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006)

Where a director or any secretary is indemnified against a liability in accordance with this article, the indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him

(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

(3) Subject to the Companies Acts, the company may

- (a) provide a relevant director and any relevant secretary with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the Companies Act 2006 or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the Companies Act 2006, and
- (b) may do anything to enable that person to avoid incurring such expenditure,

but so that, in the case of a director, the terms set out in section 205(2) of the Companies Act 2006 shall apply to any such provision of funds or other things done

(4) In this article

- (a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a **relevant director** means any director or former director of the company or an associated company, and a **relevant secretary** means any secretary or former secretary of the company or an associated company

86 Insurance

- (1) Except to the extent prohibited or restricted by any provision of the Companies Acts or by any other provision of law, the directors may purchase and maintain, at the expense of the company, insurance against any relevant liability for the benefit of any person who is or has at any time been a relevant officer
- (2) In this article
 - (a) **relevant officer** means
 - (i) a director or secretary or employee of the company or an associated company or of any predecessor in business of the company or an associated company, or
 - (ii) a trustee of any employees' share scheme, pension fund or retirement, death or disability scheme for the benefit of any employee of the company or associated company or of any predecessor in business of the company or an associated company,
 - (b) **relevant liability** means any liability incurred by a relevant officer in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purposed exercise of his powers or otherwise as a relevant officer,
 - (c) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate