

Company number: 04237360

THE COMPANIES ACT 2006

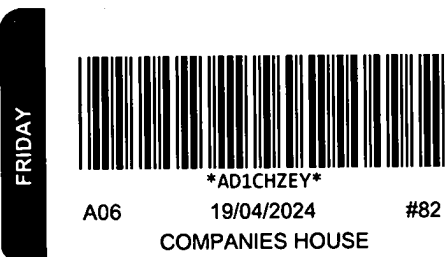
A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FLOWERS MCEWAN LIMITED

(ADOPTED BY SPECIAL RESOLUTIONS PASSED ON 14 OCTOBER 2022 AND
9 APRIL 2024)



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PART 1 - PRELIMINARY, INTERPRETATION AND LIMITATION OF LIABILITY

1. PRELIMINARY

- 1.1 The model articles for private companies limited by shares contained in schedule 1 to the Companies (Model Articles) Regulations 2008 shall not apply to the company.

2. DEFINED TERMS

- 2.1 In the articles, unless the context requires otherwise:

"A Shares" means the A ordinary shares of £1.00 each in the capital of the Company;

"appointor" has the meaning given in article 25.1;

"articles" means the company's articles of association;

"auditors" means the auditors of the company from time to time;

"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;

"B Shares" means the B shares of £1.00 each in the capital of the company;

"business day" means any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are generally open for business;

"call" has the meaning given in article 38.1;

"call notice" has the meaning given in article 38.1;

"call payment date" has the meaning given in article 41.2.1;

"capitalised sum" has the meaning given in article 62.1.2;

"chairman" has the meaning given in article 14.1;

"chairman of the meeting" has the meaning given in article 65.3;

"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 36.1;

"Connected Person" means a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010;

"Controlling Interest" shall mean an interest in the shares in the capital of the company

conferring in the aggregate of more than 50% of the Shares; and

"C Shares" means the C shares of £1.00 each in the capital of the company;

"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 56.2;

"Disposal" the disposal by the company of all, or a substantial part of, its business and assets.

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

"D Shares" means the D shares of £1.00 each in the capital of the company;

"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 the matter at a meeting of directors (but excluding any director whose vote is not counted in respect of the particular matter);

"Excess Shares" has the meaning given in article 32.6;

"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;

"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;

"instrument" means a document in hard copy form;

"lien enforcement notice" has the meaning given it in article 37;

"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 11;

"persons entitled" has the meaning given in article 62.1.2;

"Proceeds" means the surplus assets and retained profits of the company after payment of all liabilities and available for distribution to the members on a return of assets on liquidation, capital reduction or otherwise;

"proxy notice" has the meaning given in article 71.1;

"relevant rate" has the meaning given in article 41.2.2;

"Sale Proceeds" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those shareholders selling shares under a Share Sale (less any fees and expenses payable by the selling Shareholders under that Share Sale).

"shareholder" means a person who is the holder of a share;

"shares" means shares in the company;

"Share Sale" the sale of (or the grant of a right to acquire or to dispose of) any shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the shareholders and their respective shareholdings in the company immediately before the sale.

"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;

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

"United Kingdom" means Great Britain and Northern Ireland; 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 Unless the context otherwise requires, other words or expressions contained in the 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.

3. LIABILITY OF MEMBERS

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

PART 2 - DIRECTORS AND SECRETARY

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

- 4.1 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.

5. SHAREHOLDERS' RESERVE POWER

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

6. DIRECTORS MAY DELEGATE

- 6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- 6.1.1 to such person(s) or committee(s);
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,
as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation of their powers in whole or part, or alter its terms and conditions.

7. COMMITTEES

- 7.1 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.

DECISION MAKING BY DIRECTORS

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 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 9.
- 8.2 If:
- 8.2.1 the company only has one director for the time being; and
 - 8.2.2 no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision making.

9. UNANIMOUS DECISIONS

- 9.1 A decision of the directors is taken in accordance with this article 9 when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article 9 if the eligible directors would not have formed a quorum had the matter been proposed at a directors' meeting.

10. CALLING A DIRECTORS' MEETING

- 10.1 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.
- 10.2 Notice of any directors' meeting must indicate:
 - 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a directors' meeting must be given to each director (other than a director who is absent from the United Kingdom), but need not be in writing.
- 10.4 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.

11. PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 11.1.1 the meeting has been called and takes place in accordance with the articles; and
 - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3 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.

12. QUORUM FOR DIRECTORS' MEETINGS

- 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 Subject to article 12.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed otherwise, the quorum is two, save that if at any time there shall only be one director, the quorum shall be one.
- 12.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a director's conflict of interest, if there is only one director in office besides

the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

13. VOTING AT DIRECTORS' MEETINGS

- 13.1 Each director has one vote at a meeting of the directors or a committee of the directors.
- 13.2 No resolution of the directors or of a committee of the directors shall be validly passed except by unanimous decision in accordance with article 13.1 or unless more votes are cast in favour of it than against.

14. CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The directors may appoint one of their number to chair their meetings. The person so appointed for the time being is known as the chairman.
- 14.2 The directors may terminate the chairman's appointment at any time.
- 14.3 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

- 15.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

16. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 16.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed contract, transaction or arrangement with the company:
 - 16.1.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
 - 16.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction or arrangement in which he is interested;
 - 16.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract, transaction or arrangement in which he is interested;
 - 16.1.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

16.1.5 may be a director or other officer of, or employed by, or a party to a contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

16.1.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

17. CONFLICTS OF INTEREST

17.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested and provided that the director has declared the nature and extent of his interest in accordance with the Act, the director may be counted as participating in the decision-making process for quorum and voting purposes.

17.2 The director shall not be liable to account to the Company for any benefit he has or any of his Connected Persons derive as a result.

18. RECORDS OF DECISIONS TO BE KEPT

18.1 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision, of every unanimous or majority decision taken by the directors.

19. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

19.1 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

20. NUMBER OF DIRECTORS

20.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum and the minimum number of directors shall be one.

21. METHODS OF APPOINTING DIRECTORS

21.1 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:

21.1.1 by ordinary resolution; or

21.1.2 by a decision of the directors,

provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise detailed in accordance with the articles.

21.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittes of the last shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittes who is a natural person) who is willing to act and is permitted to do so to be a director.

21.3 For the purposes of article 21.2, 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.

22. TERMINATION OF DIRECTOR'S APPOINTMENT

22.1 A person ceases to be a director as soon as:

22.1.1 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;

22.1.2 a bankruptcy order is made against that person;

22.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

22.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

22.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

22.1.6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

23. DIRECTORS' REMUNERATION

23.1 Directors may undertake any services for the company that the directors decide.

23.2 Directors are entitled to such remuneration as the directors determine:

23.2.1 for their services to the company as directors; and

23.2.2 for any other service which they undertake for the company.

23.3 Subject to the articles, a director's remuneration may:

23.3.1 take any form; and

- 23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 23.5 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.

24. DIRECTORS' EXPENSES

- 24.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - 24.1.1 meetings of directors or committees of directors;
 - 24.1.2 general meetings; or
 - 24.1.3 separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

25. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 25.1 Any director ("appointor") may appoint as an alternate any other director, or any other person willing to act to:
 - 25.1.1 exercise that director's powers; and
 - 25.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 25.2 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.
- 25.3 The notice must:
 - 25.3.1 identify the proposed alternate; and
 - 25.3.2 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

- 26.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 26.2 Except as the articles specify otherwise, alternate directors:
- 26.2.1 are deemed for all purposes to be directors;
 - 26.2.2 are liable for their own acts and omissions;
 - 26.2.3 are subject to the same restrictions as their appointors; and
 - 26.2.4 are not deemed to be agents of or for their appointors,
 - 26.2.5 and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, but it shall not be necessary to give notice of meetings to an alternate director who is absent from the United Kingdom.
- 26.3 A person who is an alternate director but not a director:
- 26.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 26.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
 - 26.3.3 shall not be counted as more than one director for the purposes of articles 26.3.1 and 26.3.2.
- 26.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 26.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

27. TERMINATION OF ALTERNATE DIRECTORSHIP

- 27.1 An alternate director's appointment as an alternate terminates:
- 27.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

27.1.2 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;

27.1.3 on the death of the alternate's appointor; or

27.1.4 when the alternate's appointor's appointment as a director terminates.

SECRETARY

28. SECRETARY

28.1 The directors may (but are not obliged to) appoint any person who is willing to act as the secretary of the company for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

29. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

29.1 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.

29.2 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.

30. SHARE RIGHTS

The share capital of the company (as at the date of adoption of the articles) shall be divided into A Shares, B Shares, C Shares and D Shares. The rights attaching to the A Shares, B Shares, C Shares and D Shares shall be as follows and as otherwise set out in the articles:

30.1 Income

30.1.1 Any profits which the Company may determine to distribute in respect of any financial period of the Company shall be distributed to the holders of the A Shares, the B Shares, the C Shares and the D Shares at such rates of dividends as the board of directors from time to time declare on each class of shares. Dividends may be declared on all or some only of the classes of shares and may be declared at different rates for different classes of shares.

30.1.2 Any dividends declared pursuant to Article 30.1.1 on such shares shall be distributed to the appropriate shareholders of that class of shares pro-rata according to the amounts paid up or credited as paid up on the shares held by them of that particular class but excluding any premium paid on subscription.

30.2 Capital

On a return of assets on liquidation, capital reduction or otherwise, the Proceeds shall be applied (to the extent that the company is lawfully able to do so) in paying to the holders of the A Shares, the B Shares, the C Shares and the D Shares (as if such classes were the same class of shares) the entire balance of any Proceeds.

30.3 Redemption

30.3.1 The A Shares, B Shares, C Shares and D Shares are not to be redeemed and are not liable to be redeemed at the option of the company or holders of such shares.

30.4 Voting

30.4.1 Both the A Shares, the B Shares, the C Shares and the D Shares shall, irrespective of the amounts paid up or credited as paid up on the shares held by them, have the right for the holders thereof to receive notice of and attend and vote at any general meeting of the company. Each such holder present in person or by proxy or by representative (if a company) shall be entitled on a show of hands to one vote and on a poll to one vote for each A Share, B Share, C Share and D Share held by him.

30.5 Exit

30.5.1 On a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in article 30.2. The directors shall not register any transfer of shares if the Sale Proceeds are not distributed in that manner (save in respect of any shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale, the directors may register the transfer of the relevant shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in article 30.2.

30.5.2 On a Disposal, the surplus assets of the company remaining after payment of its liabilities shall be distributed (to the extent that the company is lawfully permitted to do so) in the order of priority set out in article 30.2, provided always that if it is not lawful for the company to distribute its surplus assets in accordance with the provisions of these articles, each shareholder shall (to the extent lawful and within its control) take any reasonable action (including, but without prejudice to the generality of this article 30.5.2, such action as may be necessary to put the company into voluntary liquidation so that article 30.2 applies).

31. AUTHORITY FOR THE FURTHER ISSUE OF SHARES

31.1 Save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.

- 31.2 Subject to the remaining provisions of this Article 31, the directors are generally and unconditionally authorised, for the purposes of section 551 of the 2006 Act and generally, to exercise any power of the company to:

31.2.1 offer or allot;

31.2.2 grant rights to subscribe for or to convert any security into;

31.2.3 otherwise deal in, or dispose of,

the following classes of share as if section 561(1) of the Companies Act 2006 did not apply to any such allotment, to any person, at any time and subject to any terms and conditions as the directors think proper:

25 A Shares of £1.00 each;
25 B Shares of £1.00 each;
25 C Shares of £1.00 each; and
25 C Shares of £1.00 each

- 31.3 The authority referred to in Article 31.2:

31.3.1 shall be limited to a maximum nominal amount for each class of shares as set out below:

25 A Shares of £1.00 each;
25 B Shares of £1.00 each;
25 C Shares of £1.00 each; and
25 C Shares of £1.00 each

31.3.2 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and

31.3.3 may only be exercised for a period of five years commencing on the date on which these articles are adopted, save that the directors may make an offer or agreement which would, or might, require such shares to be allotted after the expiry of such authority (and the directors may allot such shares in pursuance of an offer or agreement as if such authority had not expired).

32. PRE-EMPTION RIGHTS

- 32.1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.

- 32.2 No share in the company nor any right to subscribe for or to convert any security into a share or shares in the company shall at any time be allotted other than strictly in accordance with articles 32.2 to 32.9 (inclusive).

- 32.3 No share in the company of any class nor any right to subscribe for or to convert any security into a share or shares in the company of any class shall be allotted unless the remaining provisions of this clause 32 have been adhered to.
- 32.4 Any new shares from time to time created ("New Shares") shall, before issue, be offered in the manner and order of priority set out in the remainder of this clause 32 ("New Share Notice").
- 32.5 The New Shares shall be offered to the holders of A Shares, B Shares, C Shares and the D shares, offered pro rata to the number of shares held by the holders of A Shares, B Shares, C Shares and D Shares (as if such shares were one class of shares) in proportion to the total number of A Shares, B Shares, C Shares and D Shares in issue.

Pre-Emption Rights

- 32.6 Each New Share Notice shall be made in order of priority set out in clause 32.5 and by notice in writing specifying the number and class of shares offered to each holder and the price (not being at a discount) per share (which shall be the same per share) and limiting the time (not being less than 21 days after service of the notice) (the "Lapse Date") within which the offer, if not accepted in writing, shall lapse and determine and also specifying that they may apply in writing before the Lapse Date for any number of shares offered to other shareholders but not accepted by them ("Excess Shares"). Each New Share Notice shall specify that in the event of competition for Excess Shares, such shares shall be sold to applicants for them in proportion (as nearly as may be without involving fractions or increasing the number to be sold to any acceptor beyond that applied for by him) to the number of shares held by them respectively.
- 32.7 If, at any time, there are insufficient Excess Shares to meet the demand for them, then the directors shall allocate the Excess Shares to those shareholders who have applied for them, pro rata, as nearly as may be, in proportion to the number of shares held by them but no shareholder shall be required to accept more shares than the maximum number of shares that he applied for in writing to the company.
- 32.8 If, following the offer to the shareholders in accordance with article 32.5, any shares offered have not been accepted in writing on or before the final Lapse Date, then the directors may allot those shares in such manner and to such person(s) as they think most beneficial to the company (provided always that the price payable for any such share shall be the same as the price specified in the notice served pursuant to article 32.6).
- 32.9 Any shares accepted by shareholders shall be paid for within seven days of the respective Lapse Date. Payment shall be deemed to be made on the day the company receives a cheque (which clears at the first attempt), credit transfer or banker's draft for the appropriate sum. Failure to pay within the time specified will enable the company to re-offer the shares unpaid for to the shareholders in accordance with articles 32.2 to 32.8 (but so that such unpaid shares shall not be re-offered to the shareholder who failed to pay for them).

33. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 33.1 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.

34. SHARE CERTIFICATES

- 34.1 Subject to articles 34.3 and 34.4, the company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 34.2 Every certificate must specify:
- 34.2.1 in respect of how many shares, of what class, it is issued;
 - 34.2.2 the nominal value of those shares;
 - 34.2.3 the amount paid up on those shares; and
 - 34.2.4 any distinguishing numbers assigned to them.
- 34.3 No certificate may be issued in respect of shares of more than one class.
- 34.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 34.5 Certificates must:
- 34.5.1 have affixed to them the company's common seal; or
 - 34.5.2 be otherwise executed in accordance with the Companies Acts.

35. REPLACEMENT SHARE CERTIFICATES

- 35.1 If a certificate issued in respect of a shareholder's shares is:
- 35.1.1 damaged or defaced; or
 - 35.1.2 said to be lost, stolen or destroyed,
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 35.2 A shareholder exercising the right to be issued with such a replacement certificate:
- 35.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 35.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - 35.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

36. COMPANY'S LIEN OVER PARTLY OR NIL PAID SHARES

- 36.1 The company has a lien (the "company's lien") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person(s)) to the company, whether payable immediately or at some time in the future.
- 36.2 The company's lien over a share:
- 36.2.1 takes priority over any third party's interest in that share; and
- 36.2.2 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.
- 36.3 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.

37. ENFORCEMENT OF THE COMPANY'S LIEN

- 37.1 Subject to the provisions of this article 37, if:
- 37.1.1 a lien enforcement notice has been given in respect of a share; and
- 37.1.2 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.
- 37.2 A lien enforcement notice:
- 37.2.1 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;
- 37.2.2 must specify the share concerned;
- 37.2.3 must require payment of the sum payable within 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of the notice;
- 37.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and
- 37.2.5 must state the company's intention to sell the share if the notice is not complied with.
- 37.3 Where shares are sold under this article 37:
- 37.3.1 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

- 37.3.2 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.
- 37.4 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:
- 37.4.1 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;
- 37.4.2 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 an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.
- 37.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
- 37.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- 37.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

38. CALL NOTICES

- 38.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a shareholder requiring the shareholder to pay the company a specified sum of money (a "call") which is payable to the company at the date when the directors decide to send the call notice.
- 38.2 A call notice:
- 38.2.1 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company;
- 38.2.2 must state when and how any call to which it relates it is to be paid; and
- 38.2.3 may permit or require the call to be paid by instalments.
- 38.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- 38.4 Before the company has received any call due under a call notice the directors may:

38.4.1 revoke it wholly or in part; or

38.4.2 specify a later time for payment than is specified in the notice, by a further notice in writing to the shareholder in respect of whose shares the call is made.

39. LIABILITY TO PAY CALLS

39.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

39.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

39.3 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:

39.3.1 to pay calls which are not the same; or

39.3.2 to pay calls at different times.

40. WHEN CALL NOTICE NEED NOT BE ISSUED

40.1 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:

40.1.1 on allotment;

40.1.2 on the occurrence of a particular event; or

40.1.3 on a date fixed by or in accordance with the terms of issue.

40.2 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.

41. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

41.1 If a person is liable to pay a call and fails to do so by the call payment date:

41.1.1 the directors may issue a notice of intended forfeiture to that person; and

41.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.

41.2 For the purposes of this article 41:

41.2.1 the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date;

41.2.2 the "relevant rate" is:

- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
- (b) 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
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

41.3 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.

41.4 The directors may waive any obligation to pay interest on a call wholly or in part.

42. NOTICE OF INTENDED FORFEITURE

42.1 A notice of intended forfeiture:

- 42.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- 42.1.2 must be sent to the holder of that share or to a transmittee of that holder;
- 42.1.3 must require payment of the call and any accrued interest by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- 42.1.4 must state how the payment is to be made; and
- 42.1.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

43. DIRECTORS' POWER TO FORFEIT SHARES

43.1 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.

44. EFFECT OF FORFEITURE

44.1 Subject to the articles, the forfeiture of a share extinguishes:

- 44.1.1 all interests in that share, and all claims and demands against the company in respect of it; and
- 44.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

- 44.2 Any share which is forfeited in accordance with the articles:
- 44.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
 - 44.2.2 is deemed to be the property of the company; and
 - 44.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 44.3 If a person's shares have been forfeited:
- 44.3.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 44.3.2 that person ceases to be a shareholder in respect of those shares;
 - 44.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
 - 44.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 44.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 44.4 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.

45. PROCEDURE FOLLOWING FORFEITURE

- 45.1 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.
- 45.2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:
- 45.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 45.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 45.3 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.

- 45.4 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:

45.4.1 was, or would have become, payable; and

45.4.2 had not, when that share was forfeited, been paid by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.

46. SURRENDER OF SHARES

- 46.1 A shareholder may surrender any share:

46.1.1 in respect of which the directors may issue a notice of intended forfeiture;

46.1.2 which the directors may forfeit; or

46.1.3 which has been forfeited.

- 46.2 The directors may accept the surrender of any such share.

- 46.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

- 46.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

47. TRANSFER OF SHARES

- 47.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor, and unless the share is fully paid, by or on behalf of the transferee.

- 47.2 Unless the transfer occurs in accordance with Articles 48 or 49, the directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of a share (whether or not it is fully paid).

- 47.3 The directors may decline to register any transfer of a share on which the company has a lien.

- 47.4 If the directors refuse to register a transfer of a share they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.

- 47.5 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any calendar year) as the directors may determine.

- 47.6 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

47.7 The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

47.8 Notwithstanding any other provision of these articles:

the directors of the company shall not decline to register any transfer of shares, nor may they suspend registration thereof, where:

47.8.1 such transfer is executed by any bank or institution in favour of which such shares have been mortgaged or charged by way of security, or by a nominee, receiver or agent of such bank or institution (a "**Secured Institution**"); or

47.8.2 such transfer is executed by a Secured Institution pursuant to the power of sale under such security and a certificate by an official of such Secured Institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts; or

47.8.3 the shares are delivered to the company for registration by a Secured Institution in order to perfect its security over those shares,

and the directors of the company shall immediately register any such transfer of shares upon receipt.

47.9 Any provisions in these articles constituting pre-emption or similar rights or imposing any restriction on the transfer of, or requiring the consent of any person for the transfer of, any share in the company shall not apply in relation to any transfer of a share in the company in any of the circumstances referred to in paragraphs 47.8.1, 47.8.2 or 47.8.3 above.

47.10 Any lien on shares which the company has shall not apply in respect of any shares which have been charged to a Secured Institution.

48. **TRANSFER PROCEDURE**

48.1 If a Transfer Notice is deemed to have been served pursuant to article 47.1 and if:

48.1.1 prior to the deemed date of service of that deemed Transfer Notice, a Transfer Notice has already been served in respect of any shares the subject of that deemed Transfer Notice; and

48.1.2 on the deemed date of service of that deemed Transfer Notice the Offer Period (as defined in article 48.6) in respect of the Transfer Notice already served has not expired,

then the Transfer Notice already served shall automatically be revoked on the deemed date of service of that deemed Transfer Notice.

48.2 Save as otherwise provided in the articles, every member who desires to transfer any shares (the "Vendor") shall serve on the company notice in writing of such desire (a "Transfer Notice"). Where the Transfer Notice is deemed by these articles to have been given it is referred to as a "Deemed Transfer Notice". Transfer Notices and

Deemed Transfer Notices shall constitute the company the Vendor's agent for the sale of the shares specified in such notice (the "Sale Shares") in one or more lots at the discretion of the directors at the Sale Price. A Transfer Notice and a Deemed Transfer Notice cannot be withdrawn or revoked without the prior written approval of the directors.

- 48.3 The "Sale Price" for each Sale Share shall, subject to Article 48.3, be Fair Value. For the purposes of articles 48.2 and 48.3 "Fair Value" means the price for each Sale Share agreed by the Vendor and the directors based on the principles for apportioning Sale Proceeds referred to in article 30.5 or if they are unable to agree a price within 28 days of the Transfer Notice being given or being deemed to have been given the price for each Sale Share which the auditors (or, in the event of the auditors being unwilling or unable to so certify or not being independent of any member, an independent firm of chartered accountants agreed upon by the Vendor and the directors or, in the absence of agreement, nominated for such purpose by the President of the Institute of Chartered Accountants of England and Wales (or his equivalent from time to time) on the request of the Vendor or the directors) shall certify to be in their opinion a fair value of each Sale Share as at the date of the Transfer Notice (or Deemed Transfer Notice if appropriate) on a going concern basis as between a willing seller and a willing buyer and on the assumption that the Sale Shares are capable of transfer without restriction and in determining the Fair Value of each Sale Share the auditors (or, as the case may be, independent firm of chartered accountants) shall:

- 48.3.1 apply the principles for apportioning Sale Proceeds referred to in article 30.5;
- 48.3.2 determine the sum which a willing purchaser would offer to a willing seller for the whole of the issued share capital of the company taking into account how companies carrying on the same business as the company are usually valued; and then
- 48.3.3 apportion the resulting sum pursuant to article 48.3.1 between the A Shares and the B Shares in accordance with the order of priority outlined in article 30.2;

so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the relevant transfer (other than as set out in article 30.5), or in relation to any restrictions on the transferability of the Sale Shares arising out of the provisions of the articles and provided further that the auditors (or, as the case may be, the independent firm of chartered accountants) shall take into account in determining the appropriate figure for (a) above any bona fide offer from any third party to purchase any holdings the subject of a Transfer Notice or Deemed Transfer Notice.

- 48.4 The auditors (or, as the case may be, the independent firm of chartered accountants) shall act as experts and not as arbitrators, their decision shall be final and binding and their costs shall be paid by the company (unless in the opinion of the auditors (or,

as the case may be, the independent firm of chartered accountants) it is fair and equitable that they be paid by the Vendor and/or the purchaser(s) in such proportions as the auditors (or, as the case may be, the independent firm of chartered accountants) specify).

- 48.5 A Transfer Notice may contain a condition (a "Total Transfer Condition") (and a Deemed Transfer Notice shall in any event be deemed to include such a condition) that unless all the shares the subject of the Transfer Notice (or Deemed Transfer Notice) are sold by the company pursuant to this Article 48 none shall be sold. Any such provision shall be binding on the company.
- 48.6 Forthwith following determination of the Sale Price the Sale Shares shall be offered for sale by the company as agent for the Vendor to all holders of A Shares (other than the Vendor if the Vendor holds A Shares) pro rata as nearly as may be to the respective numbers of shares held by such holders. Such offer shall be made by notice in writing specifying the number of Sale Shares allocated to each holder of the A Shares, the Sale Price and stating the time in which the offer, if not accepted in writing, will lapse and determine, such time limit to be not less than fourteen days but not exceeding sixty days from the date of service of the offer (the "Offer Period") and also specifying that each offeree may apply in writing before the end of the Offer Period for more shares than those allocated to him. Such offer shall specify that in the event of competition for them, the Sale Shares shall be sold to acceptors in proportion (as nearly as may be without involving fractions or increasing the number to be sold to any acceptor beyond that applied for by him) to the number of shares held by them.
- 48.7 If within the Offer Period offerees agree to purchase all (if the Transfer Notice contains or is deemed to contain a Total Transfer Condition) or all or some (if the Transfer Notice does not contain a Total Transfer Condition) of the Sale Shares the company shall forthwith following expiry of the Offer Period give notice in writing to the Vendor and each accepting offeree (each such accepting offeree being a "Purchaser") notifying such acceptances and specifying the number of Sale Shares to be purchased by each Purchaser and specifying the time and place (being not earlier than 45 days after the final day of the Offer Period) at which the sale and purchase of the Sale Shares is to be completed ("Completion"). Unless Article 48.10 applies, at Completion, each Purchaser shall be bound to pay the Sale Price for each Sale Share to be purchased by him and the Vendor shall be bound upon payment of the Sale Price for the total number of Sale Shares to be sold to transfer the Sale Shares to the respective Purchasers with full title guarantee. If the Vendor shall fail or refuse to so transfer any Sale Share to be so sold, the company if so required by the relevant Purchaser(s) shall receive the purchase money on trust for the Vendor, such receipt by the company being a good discharge to the Purchaser (who shall not be required to see to the application of such purchase money) and the directors may authorise some person to execute and deliver the transfer on behalf of the Vendor and enter the names of the Purchasers in the register of members as the holders of such of the Sale Shares as shall have been transferred to them, following which the validity of such entry shall not be questioned by any person.

- 48.8 If the company does not find purchasers for all of the Sale Shares under the terms of this Article 48, the Vendor shall offer the remaining Sale Shares to the holders of the B Shares, the C Shares and the D Shares and the terms of articles 48.6 and 48.7 shall apply, mutandis mutatis.
- 48.9 If the Vendor does not find purchasers for all of the Sale Shares under terms of article 48.2 to article 48.8 (inclusive), it shall at any time within six months after the last day of the Offer Period (where such shares have been offered to the holders of B Shares, C Shares and D Shares) be free to sell and transfer such of the Sale Shares as have not been so sold to any person at a price which is no less than the Sale Price, provided that the Sale Shares are transferred pursuant to a bona fide sale for the consideration stated in the transfer(s) without any deduction, rebate or allowance of any kind to the purchaser. However if the Sale Shares were the subject of a Total Transfer Condition such a sale may only be made of all the Sale Shares and not part only.
- 48.10 Any purported transfer of shares otherwise than in accordance with the foregoing provisions of these articles or pursuant to the provisions of articles 49 to 52 (inclusive) shall be void and have no effect.

49. MANDATORY SALES ("DRAG ALONG")

- 49.1 If the holders of more than 75% in nominal value of the entire issued share capital of the Company in issue for the time being (as if the A Shares, the B Shares, the C Shares and the D Shares were one class of shares) (together the "Selling Shareholders") wish to sell and transfer all their interest in their shares to an independent person or persons not already a member of the company (the "Third Party Purchaser") by way of a bona fide arm's length transaction the Selling Shareholders shall have the option (the "Drag Along Option") to require all the other holders of shares (the "Called Shareholders") to sell with full title guarantee and transfer all their shares of whatever class to the Third Party Purchaser (or as the Third Party Purchaser shall direct) in accordance with this Article 49.
- 49.2 The Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (a "Drag Along Notice") to the Called Shareholders at any time before the transfer of shares of the Selling Shareholders. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares of whatever class (the "Called Shares") pursuant to this Article 49, the person to whom they are to be transferred, the price at which the Called Shares are to be transferred (calculated in accordance with Article 49.4) and the proposed date of transfer.
- 49.3 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of all their shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of service of the Drag Along Notice.
- 49.4 The Called Shareholders shall be obliged to sell each of the Called Shares at the "Specified Price" which shall be the Sale Proceeds per A Share and/or B Share and/or C Share and/or D Share (as applicable) as calculated in accordance with

article 30.5 above when taking the highest consideration offered or paid or payable by the Third Party Purchaser or his or their nominees for any other shares plus the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares, such Specified Price to be paid to the Called Shareholders in respect of their respective Called Shares at the same time and in the same manner as it is paid to the Selling Shareholders. Any dispute regarding the Specified Price shall be referred to the auditors (or, in the event of the auditors being unwilling or unable to so act, an independent firm of chartered accountants agreed upon by the Called Shareholders and the directors or in the absence of agreement nominated for such purpose by the President of the Institute of Chartered Accountants of England and Wales (or his equivalent from time to time) on the request of a Called Shareholder or the directors) who shall act as experts and not arbitrators, whose decision shall be final and binding and whose costs shall be paid by the Called Shareholders and/or the Selling Shareholders, in such proportions as the auditors of the company (or, as the case may be, independent firm of chartered accountants) specify.

- 49.5 Completion of the sale of the Called Shares shall take place on the same date as the date of completion of the sale of the Selling Shareholders' shares unless:

49.5.1 all of the Called Shareholders and Selling Shareholders agree otherwise;

49.5.2 that date is less than five days after the Drag Along Notice;

in which case it shall be deferred until the fifth day after the Drag Along Notice.

- 49.6 The rights of pre-emption set out in Article 48 shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.

- 49.7 If any Selling Shareholder shall fail or refuse on completion of the sale of Called Shares to transfer to the Third Party Purchaser (or as he may direct) all of the Called Shares held by him then, subject to all the shares held by the Selling Shareholders being sold to the Third Party Purchaser, the directors shall be irrevocably entitled to and shall authorise and instruct such person as they shall think fit to execute necessary transfer(s) on his behalf and against receipt by the company (on trust for such member) of the purchase moneys payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder of such shares and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person.

- 49.8 All other regulations of the company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 49.

50. LIMITATION ON TRANSFER OF CONTROL ("TAG ALONG")

- 50.1 No sale or transfer of the legal or beneficial interest in any shares in the company may be made or validly registered if as a result of such sale or transfer and registration a Controlling Interest would be obtained in the company by a company or by a person or persons who are not already members unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the shares at the Specified Price (as defined in Article 49.4).
- 50.2 For the purposes of article 50.1, the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment.
- 50.3 If an offer is made pursuant to article 50.1 it shall be open for acceptance for 30 days from its date of service and upon acceptance the members so accepting shall be bound to sell in the terms of articles 49.4 and 49.5 and 49.7 as if they were Called Shareholders and the provisions of article 48 shall not apply to such sale.

51. TRANSMISSION OF SHARES

- 51.1 If a shareholder dies the survivor or survivors where he was a joint holder and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased shareholder from any liability in respect of any share which had been jointly held by him.

52. TRANSFER ON BANKRUPTCY OR LIQUIDATION

- 52.1 A person entitled to any shares in consequence of the bankruptcy or liquidation of a shareholder shall be bound at any time, if and when required in writing by the directors so to do, to give a Transfer Notice in respect of such shares provided that in any case where the directors have duly required such a Transfer Notice to be given in respect of any shares and such transfer notice is not duly served within such period (being not less than 30 days) as the directors have specified therein such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the directors shall determine and the directors shall determine a price per share and that price shall be deemed to be the price fixed by the person entitled to the shares in consequence of the bankruptcy or liquidation for the purpose of the deemed Transfer Notice.

CLASS RIGHTS

53. CLASS RIGHTS

Whenever the capital of the company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class or

with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class. To every such separate meeting all provisions applicable to general meetings of the company or to the proceedings at that meeting shall apply with such changes as are necessary, save that a quorum shall be one person or persons holding at least one third in nominal value of the shares of the class and that any holder of shares of the class who is present in person or by proxy may demand a poll and such holders shall, on a poll, have one vote in respect of every share of the class held by them respectively.

DIVIDENDS AND OTHER DISTRIBUTIONS

54. PROCEDURE FOR DECLARING DIVIDENDS

- 54.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 54.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 54.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 54.4 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.
- 54.5 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.
- 54.6 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.
- 54.7 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.

55. CALCULATION OF DIVIDENDS

- 55.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
 - 55.1.1 declared and paid accordingly to the amounts paid up on the shares on which the dividend is paid; and
 - 55.1.2 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.
- 55.2 If any share is issued on terms that it ranks for a dividend as from a particular date, that share ranks for dividend accordingly.

- 55.3 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.

56. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 56.1 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:

56.1.1 transfer to a bank or building society account specified by the distribution recipient in writing;

56.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;

56.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or

56.1.4 any other means of payment as the directors agree with the distribution recipient in writing.

- 56.2 In the articles, the "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

56.2.1 the holder of the share; or

56.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

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

57. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

- 57.1 If:

57.1.1 a share is subject to the company's lien; and

57.1.2 the directors are entitled to issue a lien enforcement notice in respect of it the directors 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 to the extent that they are entitled to require payment under a lien enforcement notice.

- 57.2 Money deducted under article 57.1 must be used to pay any of the sums payable in respect of the share. The company must notify the distribution recipient in writing of:

57.2.1 the fact and amount of any such deduction;

57.2.2 any non-payment of a dividend or other sum payable in respect of a share resulting in any such deductions; and

57.2.3 how the money deducted has been applied.

58. NO INTEREST ON DISTRIBUTIONS

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

58.1.1 the terms on which the share was issued; or

58.1.2 the provisions of another agreement between the holder of that share and the company.

59. UNCLAIMED DISTRIBUTIONS

59.1 All dividends or other sums which are:

59.1.1 payable in respect of shares; and

59.1.2 unclaimed after having been declared or become payable,

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

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

59.3 If:

59.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

59.3.2 the distribution recipient has not claimed it,

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

60. NON-CASH DISTRIBUTIONS

60.1 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).

60.2 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:

60.2.1 fixing the value of any assets;

60.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

60.2.3 vesting any assets in trustees.

61. WAIVER OF DISTRIBUTIONS

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

61.1.1 the share has more than one holder; or

61.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

62. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

62.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

62.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

62.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

62.2 Capitalised sums must be applied:

62.2.1 on behalf of the persons entitled; and

62.2.2 in the same proportions as a dividend would have been distributed to them.

62.3 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.

62.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

62.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled to them; or

62.4.2 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.

62.5 Subject to the articles the directors may:

- 62.5.1 apply capitalised sums in accordance with articles 62.3 and 62.4 partly in one way and partly in another;
- 62.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article 62 (including the issuing of fractional certificates or the making of cash payments); and
- 62.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article 62.

PART 4 - DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

63. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 63.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, *any information or opinions which that person has on the business of the meeting.*
- 63.2 A person is able to exercise the right to vote at a general meeting when:
 - 63.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 63.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 63.3 *The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.*
- 63.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 63.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

64. QUORUM FOR GENERAL MEETINGS

- 64.1 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.
- 64.2 If the company only has one member, one qualifying person present at a meeting is a quorum.
- 64.3 In any other case, two shareholders present in person or by proxy shall be a quorum.

65. CHAIRING GENERAL MEETINGS

- 65.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 65.2 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:
- 65.2.1 the directors present; or
- 65.2.2 (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 65.3 The person chairing a meeting in accordance with this article 65 is referred to as the "chairman of the meeting".

66. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 66.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 66.2 The chairman of the meeting may permit other persons who are not:
- 66.2.1 shareholders of the company; or
- 66.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

67. ADJOURNMENT

- 67.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 67.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 67.2.1 the meeting consents to an adjournment; or
- 67.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 67.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 67.4 When adjourning a general meeting, the chairman of the meeting must:
- 67.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

- 67.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 67.5 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):
- 67.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
- 67.5.2 containing the same information which such notice is required to contain.
- 67.6 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.
- 67.7 If at any adjourned meeting the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during the adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.

VOTING AT GENERAL MEETINGS

68. VOTING: GENERAL

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

69. ERRORS AND DISPUTES

- 69.1 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.
- 69.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

70. POLL VOTES

- 70.1 A poll on a resolution may be demanded:
- 70.1.1 in advance of the general meeting where it is to be put to the vote; or
- 70.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 70.2 A poll may be demanded by:
- 70.2.1 the chairman of the meeting;
- 70.2.2 the directors;
- 70.2.3 two or more persons having the right to vote on the resolution; or

- 70.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 70.3 A demand for a poll may be withdrawn if:
 - 70.3.1 the poll has not yet been taken; and
 - 70.3.2 the chairman of the meeting consents to the withdrawal.
- 70.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

71. CONTENT OF PROXY NOTICES

- 71.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 71.1.1 states the name and address of the shareholder appointing the proxy;
 - 71.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 71.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 71.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,
 - 71.1.5 and a proxy notice which is not delivered in such a manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 71.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 71.3 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.
- 71.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 71.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 71.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 71.5 In calculating the period referred to in article 71.1.4 no account shall be taken of any part of a day that is not a working day.

72. DELIVERY OF PROXY NOTICES

- 72.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 72.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 72.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 72.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

73. AMENDMENTS TO RESOLUTIONS

- 73.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 73.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- 73.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 73.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 73.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 73.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 73.3 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.

74. NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY

- 74.1 No voting rights attached to a share may be exercised at any general meeting (or any adjourned general meeting) unless all amounts payable to the company in respect of that share have been paid.

CLASS MEETINGS

75. CLASS MEETINGS

- 75.1 The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of share.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

76. MEANS OF COMMUNICATION TO BE USED

- 76.1 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.
- 76.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 76.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

77. COMPANY SEAL AND EXECUTION OF DEEDS

- 77.1 If the company has a seal then it shall only be used on the authority of the directors or of a committee of directors authorised by the directors.
- 77.2 The directors may decide by what means and in what form any common seal is to be used and may determine who shall execute any instrument as a deed whether or not a seal is affixed to it and unless otherwise determined such an instrument shall be signed by at least one director in the presence of a witness who attests the signatures.

78. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

79. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

80. INDEMNITY

80.1 Subject to article 80.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

80.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

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

80.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 80.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

80.2 This article 80 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.

80.3 In this article 80:

80.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

80.3.2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

81. INSURANCE

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

81.2 In this article 81:

- 81.2.1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- 81.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- 81.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.