



Red Advertising

Unit 15
Morston Court
Kingswood Lakeside
Cannock
Staffordshire
WS11 8JB

0845 60 00 550

www.redadvertising.co.uk

Special Resolution – Written Resolution

Red Advertising Ltd - 05269423

Passed 11 00am 9th March 2012

Must be filed with Companies House with 15 days of passing

SATURDAY



R15CVRFV

RM

24/03/2012

#14

COMPANIES HOUSE



Accountancy
JOBS BOARD



retail
.....jobs board



ITjobsvault
.co.uk



Sales
jobs now



Jobs4Scotland



legal jobs board



Registered Office Unit 15 Morston Court Kingswood Lakeside Cannock Staffordshire WS11 8JB

Registered No 5269423 VAT Registration No 849 448 477

THE COMPANIES ACT 2006

Company No **05269423**

A PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF
Red Advertising Limited
("the Company")

Dated this 9th day of March 2012

We, being the shareholders of the Company entitled to attend and vote at general meetings of the Company hereby pass the following written resolutions of the Company pursuant to s288 of the Companies Act 2006 and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed at a duly convened meeting of the Company

- 1 That, the Company adopt new Articles of Association as are set out in the Articles of Association attached to this resolution and signed by way of identification by members for the time being entitled to receive notice of and attend a vote of the Company either in person or by proxy, and together holding not less than seventy-five percent in nominal value of the shares in issue and which are by this resolution adopted as the new Articles of Association in substitution for and to the complete exclusion of the existing Articles of Association of the Company
2. That, in accordance with section 551 of the Companies Act 2006, the Directors be generally and unconditionally authorised to allot the shares in the Company as detailed in the Schedule to this written resolution provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date which is five years from the date of this Written Resolution unless renewed varied or revoked by the Company in a general meeting save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the Companies Act 2006 but is in addition to that confirmed by Article 5 of the Articles of Association

AGREEMENT

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

The undersigned, as persons entitled to vote on the above resolutions hereby irrevocably agrees to those resolutions as indicated above

ATTACHED: SCHEDULE OF INVESTMENT

Signed by RICHARD P CLARKE
Date

 9-3-12

Signed by ALLAN CLARKE
Date

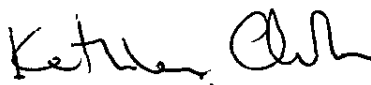
 9-3-12

Signed by TINA CLARKE
Date

 9th March 2012

Signed by EDWARD THOMPSON
Date

Signed by KATHLEEN CLARKE
Date

 9 3 2012

Signed by LYNN WHORTON
Date

Signed by DAVID WHORTON
Date

Signed by CARLA L FERN
Date

Signed by DAVID HILDITCH
Date

Signed by CLARE THOMPSON
Date

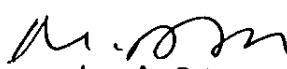
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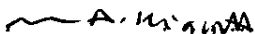
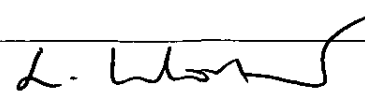
1 Once you have indicated your voting intentions please sign and date this document and return it to the Company by attaching a scanned copy of the signed document to an e-mail and sending it to m.paul@ashfords.co.uk Please enter "Written resolutions dated 9th March 2012" in the e-mail subject box

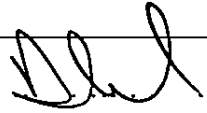
If there are no resolutions you agree with, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to a resolution, you may not revoke your agreement

3 Where, such date as is 28 days after the date of this resolutions, insufficient agreement has been received for a resolution to pass, such resolution will lapse If you agree to all or any of the resolutions, please ensure that your agreement reaches us before this date

Signed as a deed by RICHARD P CLARKE in the presence of Signature of witness Name of witness Address of witness Occupation of witness	
Signed as a deed by TINA CLARKE in the presence of Signature of witness Name of witness Address of witness Occupation of witness	
Signed as a deed by ALLAN CLARKE in the presence of Signature of witness Name of witness Address of witness Occupation of witness	
Signed as a deed by EDWARD THOMPSON in the presence of Signature of witness  Name of witness MARK ASHTON Address of witness 32 WOODFIELD HELBURY TOTTENHAM LTON Occupation of witness ACCOUNTANT	 9-3-12
Signed as a deed by KATHLEEN CLARKE in the presence of Signature of witness Name of witness Address of witness Occupation of witness	
Signed as a deed by LYNN WHORTON in the presence of Signature of witness Name of witness Address of witness Occupation of witness	

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Signed as a deed by LYNN WHORTON in the presence of Signature of witness  Name of witness ROSEMARY A HAGGOTT Address of witness 21 CORNWALL GROVE PERTON WOLVORHAMPTON WLB TXN Occupation of witness UNIVERSITY LECTURER.	 9-3-12

Signed as a deed by DAVID WHORTON in the presence of Signature of witness  Name of witness ROSEMARY A HIGGETT Address of witness 21 CORNWALLER AVE PERTON WILVERHAMPTON, WVB 7XU Occupation of witness UNIVERSITY LECTURER.	 9-3-12
Signed as a deed by CARLA L FERN in the presence of Signature of witness Name of witness Address of witness Occupation of witness	
Signed as a deed by DAVID HILDITCH in the presence of Signature of witness Name of witness Address of witness Occupation of witness	
Signed as a deed by CLARE THOMPSON in the presence of Signature of witness Name of witness Address of witness Occupation of witness	

NOTES

1 Once you have indicated your voting intentions please sign and date this document and return it to the Company by attaching a scanned copy of the signed document to an e-mail and sending it to m.paul@ashfords.co.uk Please enter "Written resolutions dated 5th March 2012 in the e-mail subject box

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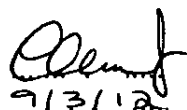
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9/3/12

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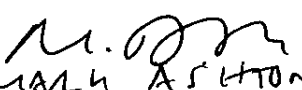
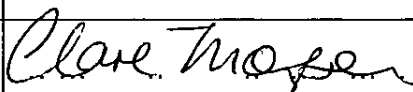
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Red Advertising Ltd - Placing**64 Investors - Total £ 125,250.00 Invested**

Preference Shares £1 Value - Ordinary Shares 1 pence

DATE	SHAREHOLDER NAME	AMOUNT INVESTED	TRANS ID	Preference Shares	Cert No.	Ordinary Shares	Cert No.
6th Dec 2011	Allan Clarke	751 5	19223	750	PREF00007	150	ORD00012
6th Dec 2011	Winch & Little Equity Limited	2004	19034	2000	PREF00008	400	ORD00013
12th Dec 2011	Kathleen Clarke	751 5	19394	750	PREF00009	150	ORD00014
28th Dec 2011	Michael Sidon	100 2	19069	100	PREF00010	20	ORD00015
29th Dec 2011	Anthony Fisher	2004	19073	2000	PREF00011	400	ORD00016
5th Jan 2012	Charles Olayori Mohammed Murphy	20040	19082	20000	PREF00012	4000	ORD00017
5th Jan 2012	Winch & Little Equity Limited	931 86	19090	930	PREF00013	186	ORD00018
5th Jan 2012	Sean Gallagher	501	19092	500	PREF00014	100	ORD00019
8th Jan 2012	David Hilditch	30060	19116	30000	PREF00015	6000	ORD00020
9th Jan 2012	Miles William Griffiths	20 04	19435	20	PREF00016	4	ORD00021
9th Jan 2012	Allan Clayton	50 1	19124	50	PREF00017	10	ORD00022
11th Jan 2012	Asad Sabir	4008	19133	4000	PREF00018	800	ORD00023
11th Jan 2012	Maureen Doherty	50 1	19669	50	PREF00019	10	ORD00024
12th Jan 2012	Berwyn Davies	40 08	19143	40	PREF00020	8	ORD00025
12th Jan 2012	Neil Stuart	1002	19457	1000	PREF00021	200	ORD00026
12th Jan 2012	James Goad	501	19145	500	PREF00022	100	ORD00027
13th Jan 2012	Danielle Harper	511.02	19430	510	PREF00023	102	ORD00028
13th Jan 2012	Jo Mansfield Evans	50 1	19152	50	PREF00024	10	ORD00029
17th Jan 2012	Felix Nilles	501	19183	500	PREF00025	100	ORD00030
17th Jan 2012	Paco Gutierrez	30 06	19190	30	PREF00026	6	ORD00031
20th Jan 2012	Simon Watkins	10 02	19228	10	PREF00027	2	ORD00032
20th Jan 2012	Matthew Bailey	2505	19229	2500	PREF00028	500	ORD00033
23rd Jan 2012	Ben Wardle	3006	19675	3000	PREF00029	600	ORD00034
23rd Jan 2012	Vipul Arora	100 2	19252	100	PREF00030	20	ORD00035
24th Jan 2012	Chris Barracrough	501	19286	500	PREF00031	100	ORD00036
30th Jan 2012	James Aron	501	19372	500	PREF00032	100	ORD00037
31st Jan 2012	Klaus-Martin Meyer	10 02	19382	10	PREF00033	2	ORD00038
31st Jan 2012	JJ Bahk	3006	19387	3000	PREF00034	600	ORD00039
31st Jan 2012	Riccardo Riboldi	3006	19396	3000	PREF00035	600	ORD00040

1st Feb 2012	John Holme	501	19412	500	PREF00036	100	ORD00041
2nd Feb 2012	Jahor Gupta	20040	19415	20000	PREF00037	4000	ORD00042
2nd Feb 2012	Corin Braut - Hutter	501	19431	500	PREF00038	100	ORD00043
3rd Feb 2012	Julie Conder	501	19437	500	PREF00039	100	ORD00044
3rd Feb 2012	Simond ffiske	200 4	19439	200	PREF00040	40	ORD00045
3rd Feb 2012	Robert Metcalfe	2004	19446	2000	PREF00041	400	ORD00046
3rd Feb 2012	Richard Hill	501	19451	500	PREF00042	100	ORD00047
3rd Feb 2012	christopher dwyer	2004	19584	2000	PREF00043	400	ORD00048
5th Feb 2012	Christopher Sidney	501	19478	500	PREF00044	100	ORD00049
7th Feb 2012	Jonathan Bailey	50 1	19513	50	PREF00045	10	ORD00050
8th Feb 2012	Richard Schlogl	2605 2	19518	2600	PREF00046	520	ORD00051
8th Feb 2012	Chris Abel	501	19524	500	PREF00047	100	ORD00052
9th Feb 2012	Craig Rydqvist	1002	19529	1000	PREF00048	200	ORD00053
9th Feb 2012	Alan Johnson	5010	19530	5000	PREF00049	1000	ORD00054
11th Feb 2012	winston peters	2004	19567	2000	PREF00050	400	ORD00055
11th Feb 2012	Abhishek Garodia	10 02	19568	10	PREF00051	2	ORD00056
11th Feb 2012	Thomas Stone	50 1	19569	50	PREF00052	10	ORD00057
11th Feb 2012	Nick Block	50 1	19571	50	PREF00053	10	ORD00058
12th Feb 2012	David Cooksey	4509	19610	4500	PREF00054	900	ORD00059
13th Feb 2012	karl melkerts	501	19613	500	PREF00055	100	ORD00060
13th Feb 2012	Thomas Griffiths	501	19586	500	PREF00056	100	ORD00061
13th Feb 2012	Marc Weldon	501	19594	500	PREF00057	100	ORD00062
14th Feb 2012	Kane Powley	501	19662	500	PREF00058	100	ORD00063
14th Feb 2012	Anand Sodha	50 1	19666	50	PREF00059	10	ORD00064
14th Feb 2012	Anthony De Nazareth	10 02	19672	10	PREF00060	2	ORD00065
14th Feb 2012	KEATON COLEMAN	10 02	19677	10	PREF00061	2	ORD00066
14th Feb 2012	Suhail Ahmad	501	19680	500	PREF00062	100	ORD00067
14th Feb 2012	lee Beaumont	10 02	19682	10	PREF00063	2	ORD00068
14th Feb 2012	Asim Rashid	10 02	19704	10	PREF00064	2	ORD00069
14th Feb 2012	viswajit palasuntheram	501	19707	500	PREF00065	100	ORD00070
14th Feb 2012	Darren Westlake	50 1	19709	50	PREF00066	10	ORD00071
15th Feb 2012	Ben Nattrass	200 4	19743	200	PREF00067	40	ORD00072
16th Feb 2012	IAN WYCHE	1002	19759	1000	PREF00068	200	ORD00073

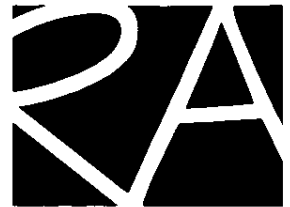
16th Feb 2012	Samantha Tubb	1002	19773	1000	PREF00069	200	ORD00074
16th Feb 2012	alistair ross	801 6	19790	800	PREF00070	160	ORD00075

<u>Totals</u>	<u>£ 125,250 Invested</u>	<u>Shares Issued</u>	<u>125,000</u>	<u>Preference</u>	<u>25000</u>	<u>Ordinary</u>
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125,000 Preference Shares issued at £ 1 = £ 125,000 00

25,000 Ordinary Shares issued at 1 pence = £ 250 00

Total Invested £ 125,250 00



Red Advertising

Unit 15
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WS11 8JB

0845 60 00 550

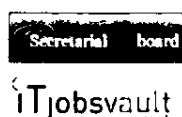
www.redadvertising.co.uk

Special Resolution – Deed of Waiver

Red Advertising Ltd - 05269423

Passed 10 00am 9th March 2012

Must be filed with Companies House with 15 days of passing



Registered Office Unit 15 Morston Court Kingswood Lakeside Cannock Staffordshire WS11 8JB
Registered No 5269423 VAT Registration No 849 448 477

DEED OF WAIVER

Date: 9th March 2012

From: Richard P Clarke, Tina Clarke, Allan Clarke, Edward Thompson, Kathleen Clarke, Lynn Whorton, David Whorton, Carla L Fern, David Hilditch, Clare Thompson

To: The Directors, Red Advertising Limited (Company Number: 05239423)

Waiver of pre-emption rights

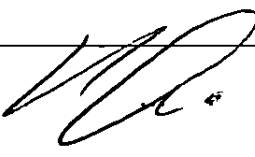
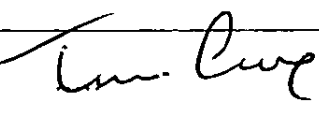
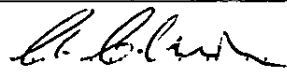
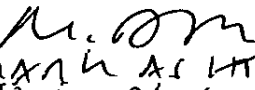
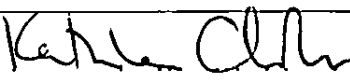
We refer to the proposed allotment of shares in Red Advertising Limited (the "Company") to the investors as set out in the Schedule of Investment attached to this waiver. We, being all of the Ordinary Shareholders of the Company and being entitled to vote and to certain pre-emption rights in respect of the shares to be issued by the Company hereby confirm that we each waive all such pre-emption rights as we may have in respect of this proposed allotment.

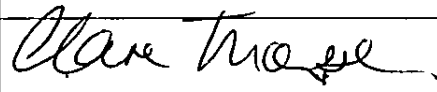
Waiver of preference rights on winding up on Ordinary Shares

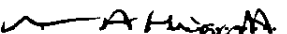
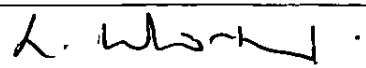
As regarding the Ordinary Shares that we hold, we each hereby acknowledge a preference applicable to the Preference Shares in the sum of the aggregate nominal value thereof payable to the holders of such Preference Shares out of the proceeds of a winding up of the Company, in priority to the other shareholders of the Company and we each hereby waive our respective entitlements to participate in the proceeds of any such winding up until such preference has been satisfied, our participations in such proceeds being subordinated thereto and we further undertake to procure that any person to whom we may transfer Ordinary Shares accepts such subordination in equivalent terms.

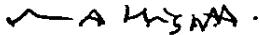
Waiver of dividend rights on Preference Shares

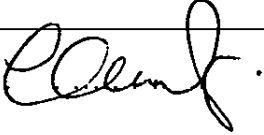
We further acknowledge that under the terms of the Articles of Association of the Company, each of the Ordinary Shares and the Preference Shares participate in dividends on a pari passu basis but it is not intended that we receive dividends on the Preference Shares held by us and we each therefore waive our respective entitlements to any dividends in respect of Preference Shares held by us.

Signed as a deed by RICHARD P CLARKE in the presence of Signature of witness  Name of witness ANDREW ROBERT PYMON Address of witness 54, SALISBURY DRIVE HEATH, HAYES, CANNOCK Occupation of witness - ENGINEER	
Signed as a deed by TINA CLARKE in the presence of Signature of witness  Name of witness ANDREW ROBERT PYMON Address of witness 54, SALISBURY DRIVE, HEATH HAYES, CANNOCK Occupation of witness ENGINEER	
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Signed as a deed by CARLA L FERN in the presence of Signature of witness  Name of witness STEVEN PALMER Address of witness 62 BELT ROAD, WIDENESFIELD STAFFS, WS12 4JJ Occupation of witness HR ANALYST	
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Signed as a deed by CLARE THOMPSON in the presence of Signature of witness Name of witness Address of witness Occupation of witness	

Red Advertising Ltd - Placing**64 Investors - Total £125,250.00 Invested**

Preference Shares £1 Value - Ordinary Shares 1 pence

DATE	SHAREHOLDER NAME	AMOUNT INVESTED	TRANS ID	Preference Shares	Cert No.	Ordinary Shares	Cert No.
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28th Dec 2011	Michael Sidon	100 2	19069	100	PREF00010	20	ORD00015
29th Dec 2011	Anthony Fisher	2004	19073	2000	PREF00011	400	ORD00016
5th Jan 2012	Charles Olayon Mohammed Murphy	20040	19082	20000	PREF00012	4000	ORD00017
5th Jan 2012	Winch & Little Equity Limited	931 86	19090	930	PREF00013	186	ORD00018
5th Jan 2012	Sean Gallagher	501	19092	500	PREF00014	100	ORD00019
8th Jan 2012	David Hilditch	30060	19116	30000	PREF00015	6000	ORD00020
9th Jan 2012	Miles William Griffiths	20 04	19435	20	PREF00016	4	ORD00021
9th Jan 2012	Allan Clayton	50 1	19124	50	PREF00017	10	ORD00022
11th Jan 2012	Asad Sabir	4008	19133	4000	PREF00018	800	ORD00023
11th Jan 2012	Maureen Doherty	50 1	19669	50	PREF00019	10	ORD00024
12th Jan 2012	Berwyn Davies	40 08	19143	40	PREF00020	8	ORD00025
12th Jan 2012	Neil Stuart	1002	19457	1000	PREF00021	200	ORD00026
12th Jan 2012	James Goad	501	19145	500	PREF00022	100	ORD00027
13th Jan 2012	Danielle Harper	511 02	19430	510	PREF00023	102	ORD00028
13th Jan 2012	Jo Mansfield Evans	50 1	19152	50	PREF00024	10	ORD00029
17th Jan 2012	Felix Nilles	501	19183	500	PREF00025	100	ORD00030
17th Jan 2012	Paco Gutierrez	30 06	19190	30	PREF00026	6	ORD00031
20th Jan 2012	Simon Watkins	10 02	19228	10	PREF00027	2	ORD00032
20th Jan 2012	Matthew Bailey	2505	19229	2500	PREF00028	500	ORD00033
23rd Jan 2012	Ben Wardle	3006	19675	3000	PREF00029	600	ORD00034
23rd Jan 2012	Vipul Arora	100 2	19252	100	PREF00030	20	ORD00035
24th Jan 2012	Chris Barraclough	501	19286	500	PREF00031	100	ORD00036
30th Jan 2012	James Aron	501	19372	500	PREF00032	100	ORD00037
31st Jan 2012	Klaus-Martin Meyer	10 02	19382	10	PREF00033	2	ORD00038
31st Jan 2012	JJ Bahk	3006	19387	3000	PREF00034	600	ORD00039
31st Jan 2012	Riccardo Riboldi	3006	19396	3000	PREF00035	600	ORD00040

1st Feb 2012	John Holme	501	19412	500	PREF00036	100	ORD00041
2nd Feb 2012	Jahor Gupta	20040	19415	20000	PREF00037	4000	ORD00042
2nd Feb 2012	Corn Brault - Hutter	501	19431	500	PREF00038	100	ORD00043
3rd Feb 2012	Julie Conder	501	19437	500	PREF00039	100	ORD00044
3rd Feb 2012	Simond ffiske	200 4	19439	200	PREF00040	40	ORD00045
3rd Feb 2012	Robert Metcalfe	2004	19446	2000	PREF00041	400	ORD00046
3rd Feb 2012	Richard Hill	501	19451	500	PREF00042	100	ORD00047
3rd Feb 2012	christopher dwyer	2004	19584	2000	PREF00043	400	ORD00048
5th Feb 2012	Christopher Sidney	501	19478	500	PREF00044	100	ORD00049
7th Feb 2012	Jonathan Bailey	50 1	19513	50	PREF00045	10	ORD00050
8th Feb 2012	Richard Schlogl	2605 2	19518	2600	PREF00046	520	ORD00051
8th Feb 2012	Chris Abel	501	19524	500	PREF00047	100	ORD00052
9th Feb 2012	Craig Rydqvist	1002	19529	1000	PREF00048	200	ORD00053
9th Feb 2012	Alan Johnson	5010	19530	5000	PREF00049	1000	ORD00054
11th Feb 2012	winston peters	2004	19567	2000	PREF00050	400	ORD00055
11th Feb 2012	Abhishhek Garodia	10 02	19568	10	PREF00051	2	ORD00056
11th Feb 2012	Thomas Stone	50 1	19569	50	PREF00052	10	ORD00057
11th Feb 2012	Nick Block	50 1	19571	50	PREF00053	10	ORD00058
12th Feb 2012	David Cooksey	4509	19610	4500	PREF00054	900	ORD00059
13th Feb 2012	karl melkerts	501	19613	500	PREF00055	100	ORD00060
13th Feb 2012	Thomas Griffiths	501	19586	500	PREF00056	100	ORD00061
13th Feb 2012	Marc Weldon	501	19594	500	PREF00057	100	ORD00062
14th Feb 2012	Kane Powley	501	19662	500	PREF00058	100	ORD00063
14th Feb 2012	Anand Sodha	50 1	19666	50	PREF00059	10	ORD00064
14th Feb 2012	Anthony De Nazareth	10 02	19672	10	PREF00060	2	ORD00065
14th Feb 2012	KEATON COLEMAN	10 02	19677	10	PREF00061	2	ORD00066
14th Feb 2012	Suhail Ahmad	501	19680	500	PREF00062	100	ORD00067
14th Feb 2012	Lee Beaumont	10 02	19682	10	PREF00063	2	ORD00068
14th Feb 2012	Asim Rashid	10 02	19704	10	PREF00064	2	ORD00069
14th Feb 2012	viswajit palasuntheram	501	19707	500	PREF00065	100	ORD00070
14th Feb 2012	Darren Westlake	50 1	19709	50	PREF00066	10	ORD00071
15th Feb 2012	Ben Nattrass	200 4	19743	200	PREF00067	40	ORD00072
16th Feb 2012	IAN WYCHE	1002	19759	1000	PREF00068	200	ORD00073

16th Feb 2012	Samantha Tubb	1002	19773	1000	PREF00069	200	ORD00074
16th Feb 2012	alistair ross	801 6	19790	800	PREF00070	160	ORD00075

<u>Totals</u>		<u>£ 125,250 Invested</u>	<u>Shares Issued</u>	<u>125,000</u>	<u>Preference</u>	<u>25000</u>	<u>Ordinary</u>
125,000 Preference Shares issued at £ 1 = £ 125,000 00							
25,000 Ordinary Shares issued at 1 pence = £ 250 00							
Total Invested <u>£ 125,250 00</u>							



Red Advertising

Unit 15
Morston Court
Kingswood Lakeside
Cannock
Staffordshire
WS11 8JB

0845 60 00 550

www.redadvertising.co.uk

ARTICLES OF ASSOCIATION

Red Advertising Ltd - 05269423

Adopted by special resolution Passed 11 30 9th March 2012

Must be filed with Companies House with 15 days of passing



Accountancy
JOBS BOARD



Retail
JOBS BOARD



ITjobsvault
co.uk



Sales
JOBS NOW



Jobs4Scotland



legal jobs board



Registered Office Unit 15 Morston Court Kingswood Lakeside Cannock Staffordshire WS11 8JB

Registered No 5269423 VAT Registration No 849 448 477

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Red Advertising Limited (the "Company") (Company Number: 5269423)

(Adopted by special resolution passed on 9th March 2012)

1. Interpretation

1.1 In these Articles, unless the context otherwise requires

Accepting shareholder has the meaning given in Article 7.5,

Acting in Concert has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

Articles means the Company's Articles of Association,

Board means the board of Directors,

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

Buyer has the meaning given in Article 7.1,

Called Shares has the meaning given in Article 8.2.1,

Called Shareholder has the meaning given in Article 8.1,

Companies Act the Companies Act 2006,

Completion Date has the meaning given in Article 8.5,

Controlling Interest means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010,

Directors means the directors of the Company from time to time, and **Director** means any one of them,

Drag Along Notice	has the meaning given in Article 8 2,
Drag Along Option	has the meaning given in Article 8 1,
First Offer Period	has the meaning given in Article 6 2 3,
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and for ease of reference annexed as Appendix 1 to these Articles,
Offer	has the meaning given in Article 7 2,
Offer Notice	has the meaning given in Article 7 3,
Offer Period	has the meaning given in Article 7 3,
Offer Shares	has the meaning given in Article 7 3 4,
Ordinary Shares	means the Ordinary Shares of £0 01 each in the capital of the Company and Ordinary Shareholder means a holder of any of those shares,
Preference Shares	means the Preference Shares of £1 00 each in the capital of the Company and Preference Shareholder means a holder of any of those shares,
Price	has the meaning given in Article 6 2 2 2,
Proposed Buyer	has the meaning given in Article 8 1,
Proposed Transfer	has the meaning given in Article 7 1,
Purchase Notice	has the meaning given in Article 6 2 4,
Purchasing Shareholder	has the meaning given in Article 6 2 4,
Qualifying Shareholder	means a Shareholder holding 25% or more of the issued Ordinary Shares for the time being,
Sale Date	has the meaning given in Article 7 3,
Sellers' Shares	has the meaning given in Article 8 1,
Selling Shareholder	has the meaning given in Article 8 1,
Shareholders	means all or any of those persons whose names are entered in the register of members of the Company, and Shareholder shall mean any one of them,
Shares	all or any Shares in the Company,

Specified Price	has the meaning given in Article 7 2,
Transfer Notice	has the meaning given in Article 6 2 1,
Transferring Shares	has the meaning given in Article 6 2 1,
Transferring Shareholder	has the meaning given in Article 6 2 1,

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Companies Act shall have the same meanings in these Articles

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1 5 1 any subordinate legislation from time to time made under it, and

1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms

1 7 The singular includes the plural, the masculine includes the feminine and, in each case, vice versa

1 8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

1 9 Articles 13 and 14 of the Model Articles shall not apply to the Company

2. Quorum for general meetings

The quorum for a general meeting shall be at least 2 Shareholders holding a majority of the Ordinary Shares

3. Directors' conflicts of interest

If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director shall be counted as participating in the decision-making process for quorum or voting purposes, provided that he has declared the nature and extent of such interest as required by the Companies Act

4. **Casting vote**

If the numbers of votes for and against a proposal at a meeting of the Directors are equal, the chairman or other Director chairing the meeting shall have a casting vote

5. **Directors' authority to allot**

5 1 The Directors are generally and unconditionally authorised, in accordance with section 551 of the Companies Act, to exercise all the powers of the Company to allot Shares or to grant rights or to subscribe for or convert any security into Shares up to a maximum nominal value of £1,000,000

5 2 The authority contained in Article 5 1 shall expire on the day five years after the date of the adoption of these Articles

6. **Pre-emption rights of shareholders**

6 1 Sections 561 and 562 of the Companies Act are excluded as regards Preference Shares and Shareholders holding Preference Shares provided that such sections shall apply mutatis mutandis in respect of Ordinary Shares and Shareholders holding such Ordinary Shares

6 2 Ordinary Shareholders shall not transfer any Ordinary Shares, except in the circumstances set out in Articles 6 2 1 to 6 2 9 and, for the avoidance of doubt and without prejudice to the generality of Article 26 of the Model Articles, the Board may refuse to register the transfer of any Ordinary Share, if it has not been transferred in accordance with Articles 6 2 1 to 6 2 9

6 2 1 Any Ordinary Shareholder who wishes to transfer any Ordinary Shares (the "**Transferring Shareholder**") shall before transferring or agreeing to transfer such shares (the "**Transferring Shares**") or any interest in them, first offer those Transferring Shares to the existing Ordinary Shareholders, by giving irrevocable written notice to the Company (a "**Transfer Notice**")

6 2 2 The Transfer Notice shall specify

6 2 2 1 the number of Transferring Shares the Transferring Shareholder wishes to transfer, and

6 2 2 2 the price (in cash) and any other consideration, at which the Transferring Shareholder wishes to transfer the Transferring Shares (which shall be the price offered to the Transferring Shareholder by a bona fide third party for the Transferring Shares, or in the absence of such an offer, the price calculated pursuant to Articles 6 2 7 and 6 2 8, in which case the Transfer Notice shall not specify a price) (the "**Price**")

6 2 3 Upon receipt of the Transfer Notice, the Board shall as soon as reasonably practicable, offer the Transferring Shares to the other Ordinary Shareholders, inviting those Ordinary Shareholders to state by notice in writing to the Company within 10 Business Days of the offer by the Board (the "**First Offer Period**"), whether they are willing to purchase at the Price, such number of Transferring Shares as corresponds to the proportion of other Ordinary Shares held by them respectively

- 6 2 4 Each Ordinary Shareholder who wishes to purchase the shares offered to him in accordance with Article 6 2 3 above, (a **"Purchasing Shareholder"**) may within the First Offer Period, serve notice (the **"Purchase Notice"**) on the Board specifying how many Transferring Shares he wishes to purchase
- 6 2 5 If following the expiry of the First Offer Period there remain Transferring Shares not accepted by Ordinary Shareholders, the Board shall reoffer the unaccepted Transferring Shares to the Purchasing Shareholders within a further 10 Business Days, in the appropriate proportions until such time as the Transferring Shares are exhausted or no further acceptances are forthcoming from Purchasing Shareholders and the Board shall conduct such process as it sees fit
- 6 2 6 Any Transferring Shares not accepted pursuant to Articles 6 2 4 and 6 2 5 may be transferred by the Transferring Shareholder to any person, provided the transfer is at the Price and takes place within 60 Business Days of the end of the First Offer Period
- 6 2 7 If there is no bona fide third party offer for any of the Transferring Shares, the Price shall be such price per Transferring Share as may be determined by the accountants for the time being of the Company as the fair value thereof The Board shall instruct such accountants to specify such fair value as soon as practicable upon receipt of the Transfer Notice not having the Price specified therein and such accountants shall, acting as experts and not arbitrators, calculate the fair value on such bases as they consider most applicable, but without discount for minority or uplift for majority shareholdings and their costs and expenses shall be borne equally by the Company and the Transferring Shareholder
- 6 2 8 In determining the fair value of the Transferring Shares, the accountants will rely on the following assumptions the sale is between a willing seller and a willing buyer of the Transferring Shares, the Company is carrying on its business as a going concern and shall continue to do so, the Transferring Shares are sold free of all restrictions, liens, charges and other encumbrances and the sale is taking place on the date the accountants were instructed to calculate the fair value
- 6 2 9 Following completion of the procedure in respect of the Transferring Shares set out in Articles 6 2 1 to 6 2 8, the Transferring Shareholder shall sell the Transferring Shares as required and shall execute and deliver to the Board stock transfer forms relating to the Transferring Shares as required by the Board against receipt of the Price which the Board may receive from and transfer on behalf of purchasers
- 6 3 The Preference Shares shall be non-transferable and the provisions of Article 6 1 above shall not apply with regard to Preference Shares
- 7. Tag along rights on a change of control**
- 7 1 The provisions of Articles 7 2 to 7 6 shall apply if, in one or a series of related transactions, one or more Shareholders propose to transfer any Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company

- 7 2 Before making a Proposed Transfer, each Shareholder proposing to transfer Shares shall procure that the Buyer makes an offer (**Offer**) to all of the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (**Specified Price**)
- 7 3 The Offer shall be given by written notice (**Offer Notice**), at least 30 Business Days (**Offer Period**) before the proposed sale date (**Sale Date**) To the extent not described in any accompanying documents, the Offer Notice shall set out
- 7 3 1 the identity of the Buyer,
- 7 3 2 the purchase price and other terms and conditions of payment,
- 7 3 3 the Sale Date, and
- 7 3 4 the number of Shares proposed to be purchased by the Buyer (**Offer Shares**)
- 7 4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with Articles 7 2 and 7 3, the Shareholders proposing to transfer Shares shall not be entitled to complete the Proposed Transfer and the Directors shall not register any transfer of Shares effected in accordance with the Proposed Transfer
- 7 5 If the Offer is accepted in writing by any Shareholder (**Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders
- 7 6 If any Accepting Shareholder does not, at the time appointed for completion of the Proposed Transfer, deliver a duly executed stock transfer form in respect of the Offer Shares then the defaulting Accepting Shareholder shall be deemed to have irrevocably appointed any Director to be his agent or attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such Accepting Shareholder) of the consideration payable for the Offer Shares After the Buyer has been registered as the holder of such Offer Shares the validity of such proceedings shall not be questioned by any such person Failure to produce a Share certificate shall not impede the registration of Shares under this Article 7
8. **Drag along Option**
- 8 1 If the holders of a majority percentage of the Ordinary Shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their interest in the Shares (**Sellers' Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**), the Selling Shareholders may require all other Shareholders (**Called Shareholders**) to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (**Drag Along Option**)
- 8 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer The Drag Along Notice shall specify
- 8 2 1 that the Called Shareholders are required to transfer all their Shares

(Called Shares) pursuant to this Article 8,

- 8 2 2 the person to whom the Called Shares are to be transferred,
 - 8 2 3 the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per Share offered by the Proposed Buyer for the Sellers' Shares, and
 - 8 2 4 the proposed date of the transfer
- 8 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 8 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 8.
- 8 5 Completion of the sale of the Called Shares shall take place on such date as the Proposed Buyer may specify pursuant to Article 8 2 4 (**Completion Date**). The Completion Date shall be such specified date unless the Proposed Buyer, all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of them.
- 8 6 On the Completion Date the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Proposed Buyer against payment of the amounts they are due for their Shares pursuant to Article 8 2 3.
- 8 7 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any Director to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a Share certificate shall not impede the registration of Shares under this Article 8.
- 9. Rights attaching to Shares**
- 9 1 The share capital of the Company shall comprise Ordinary Shares and Preference Shares. The Ordinary Shares and Preference Shares shall rank *pari passu* in all respects, save as provided in these Articles.
- 9 2 The Preference Shares shall have no voting rights attached to them, and holders of Preference Shares shall not have the right to receive notices of any general meetings, or the right to attend at such general meetings.
- 9 3 No dividend shall be payable in respect of any Shares unless and until the amount of such dividend when aggregated with all dividends then payable to the holder of such Shares exceeds the sum of £50 and all the dividends declared but not paid pursuant to this Article 9 3 shall be held by the Company as dedicated retained

dividends on trust for such holder of Shares and shall be payable to such persons either upon the winding up of the Company or when the cumulative value of such withheld dividends exceeds £50

10. Redemption of Preference Shares

- 10 1 Subject to the Companies Act, the Preference Shares shall be redeemed in full if the Preference Shareholder requires, if as a result of one or a series of related transactions a buyer proposes to purchase 100% of the Shares in the Company, by the relevant holder giving notice of the redemption to the Company (Redemption Notice) Those shares shall be redeemed immediately following receipt of the Redemption Notice by the Company (Redemption Date)
- 10 2 On the Redemption Date, the Company shall pay each Preference Shareholder the nominal value on each of the Preference Shares redeemed
- 10 3 On any Redemption Date the Company shall pay to each registered holder of Preference Shares the amount payable in respect of such redemption as detailed in Article 10 2 On receipt of that amount, each such holder shall surrender to the Company the certificate for the shares that are to be redeemed (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost share certificate) to be cancelled If any certificate (or indemnity) so surrendered includes any shares that are not redeemable at that time, the Company shall issue a new share certificate for the balance of the shares not redeemable to the holder If there is more than one holder of Preference Shares, any redemption shall be made among such holders pro rata (as nearly as possible) to their respective holdings
- 10 4 If, on any Redemption Date, the Company is prohibited from redeeming some or all of the Preference Shares then due to be redeemed, the Company shall redeem such number of Preference Shares as it is lawfully able to redeem If there is more than one holder whose Preference Shares are due to be redeemed, those Preference Shares shall be redeemed in proportion as nearly as possible to their existing holdings of Preference Shares and the Company shall redeem the balance of those shares as soon as practicable

11. Electronic Communication

- 11 1 Without prejudice to Article 48 of the Model Articles, notices and any other communications sent or supplied, by or to Shareholders or Directors under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Companies Act (including via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such Shareholder or Director or by electronic mail to any email address supplied to the Company, its officers or agents in writing by such Shareholders or Directors)
- 11 2 For the purposes of Article 10 1 above, the Company can assume that any email addresses supplied to the Company, its officers or agents by Shareholders or Directors are up to date and current, and it is the sole responsibility of each Shareholder and Director to update the Company as to any changes in their email addresses, and to ensure that the Company has and uses the correct email address In this regard, all Shareholders and Directors agree that the Company has no responsibility to any Shareholder or Director who fails to receive any notice or other communication as a result of the Shareholder or Director failing to comply with this Article 11 2

- 11 3 When any notice or communication is sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, an email shall be sent to Shareholders to inform them of the existence of the notice or communication made on such website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism in accordance with Schedule 5 of the Companies Act
- 11 4 Any notice or communication sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, shall be deemed to have been served on the intended recipient when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and any notice or communication sent by electronic mail or fax shall be deemed to be delivered at the time it was sent and shall be deemed to have been received 24 hours after its transmission.
- 11 5 The Company's obligation to send or supply any notice or communication to Shareholders or Directors is satisfied when the Company transmits an electronic message and the Company is not responsible for a failure in transmission beyond its control
- 11 6 Each Shareholder and Director shall for the purposes of paragraph 6 and paragraph 9 of Schedule 5 of the Companies Act, be deemed to have agreed to accept notices or communications from the Company in electronic form, and to them being made available on a website, by providing a copy of his email address and expressly consenting to that email address being used for the purpose of receiving notices or communications from the Company in electronic form, and to the Company making information available on a website

12. Board Representation

- 12 1 Any Qualifying Shareholder shall be entitled to be a Director of the Board, or to appoint one nominee Director to the Board, and to remove and replace such nominee Director upon written notice to the Board, provided that such nominee Director shall have been previously approved by the Board such approval not to be unreasonably withheld or delayed
- 12 2 Any Director appointed to the Board in accordance with Article 11 1 above shall immediately resign as a Director should his appointing Qualifying Shareholder, cease to be a Qualifying Shareholder

Appendix 1

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association,

“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,

“chairman” has the meaning given in article 12,

“chairman of the meeting” has the meaning given in article 39,

“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,

“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 31,

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

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

“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,

“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 10,

“proxy notice” has the meaning given in article 45,

“shareholder” means a person who is the holder of a share,

“shares” means shares in the company,

“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; 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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

Directors’ general authority

3. 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

Shareholders' reserve power

4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution

Directors may delegate

5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions

Committees

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

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

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7.—(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 8

(2) If—

- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

Unanimous decisions

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

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

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time,

(b) where it is to take place, and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

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

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

Participation in directors' meetings

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant

where any director is or how they communicate with each other

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

12.—(1) The directors may appoint a director to chair their meetings

(2) The person so appointed for the time being is known as the chairman

(3) The directors may terminate the chairman's appointment at any time

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

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed

transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes

(3) This paragraph applies when—

- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process,
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (c) the director's conflict of interest arises from a permitted cause

(4) For the purposes of this article, the following are permitted causes—

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries,
- (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities, and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

Records of decisions to be kept

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

Directors' discretion to make further rules

16. 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

Methods of appointing directors

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

Termination of director's appointment

18. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

Directors' remuneration

19.—(1) Directors may undertake any services for the company that the directors decide

(2) Directors are entitled to such remuneration as the directors determine—

- (a) for their services to the company as directors, and
- (b) for any other service which they undertake for the company

(3) Subject to the articles, a director's remuneration may—

(a) take any form, and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

(4) Unless the directors decide otherwise, directors' remuneration accrues from day to day

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

Directors' expenses

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

(a) meetings of directors or committees of directors,

(b) general meetings, or

(c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

Powers to issue different classes of share

22.—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

Company not bound by less than absolute interests

23. 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

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

(2) Every certificate must specify—

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

(3) No certificate may be issued in respect of shares of more than one class

(4) If more than one person holds a share, only one certificate may be issued in respect of it

(5) Certificates must—

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

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

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

(2) A shareholder exercising the right to be issued with such a replacement certificate—

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

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

(3) The company may retain any instrument of transfer which is registered

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

Transmission of shares

27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

Exercise of transmittees' rights

28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish

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

(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before

the transmittee's name has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

(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

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it

(5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

(6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

(7) If the directors act in good faith, they do not incur any liability to the holders of shares

conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

Payment of dividends and other distributions

31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

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

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which

a dividend or other sum is payable—

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

No interest on distributions

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

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

Unclaimed distributions

33.—(1) All dividends or other sums which are—

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

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

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

(3) If—

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

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

Non-cash distributions

34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

(2) For the purposes of paying a non-cash distribution, the directors may make whatever

arrangements they think fit, including, where any difficulty arises regarding the distribution—

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

Waiver of distributions

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

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

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

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

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

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

(2) Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully

paid to the persons entitled or as they may direct

(5) Subject to the articles the directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another,

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

37.—(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

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

(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

(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

(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

Quorum for general meetings

38. 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

Chairing general meetings

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

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

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

Attendance and speaking by directors and non-shareholders

40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

Adjournment

41.—(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

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

(4) When adjourning a general meeting, the chairman of the meeting must—

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

Voting: general

42. 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

Errors and disputes

- 43.—**(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final

Poll votes

- 44.—**(1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- (2) A poll may be demanded by—
- (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) 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

(3) A demand for a poll may be withdrawn if—

(a) the poll has not yet been taken, and

(b) the chairman of the meeting consents to the withdrawal

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

Content of proxy notices

45.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

(a) states the name and address of the shareholder appointing the proxy,

(b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed,

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

(d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

(4) Unless a proxy notice indicates otherwise, it must be treated as—

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

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

Delivery of proxy notices

46.—(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

(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

(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

(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

Amendments to resolutions

47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

48.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

(2) Subject to the 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

(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

Company seals

49.—(1) Any common seal may only be used by the authority of the directors

(2) The directors may decide by what means and in what form any common seal is to be used

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

(4) For the purposes of this article, an authorised person is—

(a) any director of the company,

(b) the company secretary (if any), or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

No right to inspect accounts and other records

50. 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

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

(3) In this article—

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a “relevant director” means any director or former director of the company or an associated company

Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss

(2) In this article—

(a) a “relevant director” means any director or former director of the company or an associated company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’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

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate