

Company Number: 05679423  
THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTIONS

of

WA SHEARINGS GROUP EMPLOYEE BENEFIT TRUST LIMITED

(the Company)

(passed on 20 February 2018)

THURSDAY



LD2

\*L70SVT8K\*

01/03/2018

#17

COMPANIES HOUSE

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company proposed the following resolutions be passed as special resolutions:

**SPECIAL RESOLUTION**

Subject to Ultimate Shareholder Consent (as defined in the deed of agreement dated 5 February 2018 between, amongst others, the Company and LSREF III Shearings Senior Investments DAC), **IT IS HEREBY UNANIMOUSLY RESOLVED:**

1. **THAT** the Company's Articles of Association be amended as follows:

(i) by inclusion of the following text as a new article after article 5.1(C):

*"(D) Deed of Agreement - the amendment of any provision of the Deed of Agreement, "*

(ii) by deleting sub paragraph (A) of article 19.4 in its entirety and replacing it with the following:

*"(A) comply with the terms of the Deed of Agreement and comply with any written directions, instructions or requests, lawfully and properly made to the Board or the Company, by the Ultimate Shareholder, and"*

(iii) by deleting the definition of "Deed of Agreement" in its entirety and replacing it with the following definition:

*"**"Deed of Agreement"** means a deed of agreement dated 5 February 2018 between, amongst others, the Ultimate Shareholder and the Company";*

(iv) by deleting the definition of "MIP" in its entirety and replacing it with the following definition.

*"**"MIP"** means the interim management incentive scheme between the Directors (and others) and the Company dated on or around 20 February 2016, and such tax efficient equity share scheme as is agreed and adopted from time to time in replacement and to the exclusion of such interim scheme"*

- (v) by deleting the definition of "Ultimate Shareholder" in its entirety and replacing it with the following definition:

*"**Ultimate Shareholder**" means LSREF III Shearings Senior Investments DAC, a company incorporated and registered in Ireland with company number 617579 whose registered office is at Sixth Floor Fitzwilliam Court, Leeson Close, Dublin 2"; and*

- (vi) by deleting the definition of "Ultimate Shareholder Consent" in its entirety and replacing it with the following definition:

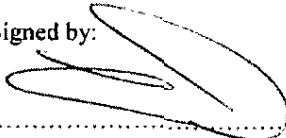
*"**Ultimate Shareholder Consent**" means the consent of the Ultimate Shareholder granted in accordance with the provisions of the Deed of Agreement."*

2. **THAT** the Company may sign or seal any other documents which the Company may at any time enter into or be required to enter into pursuant to or in connection with amendments to the Company's Articles of Association and do such other acts or things as may be considered by any Director or Attorney to be necessary or desirable relating or ancillary thereto;
3. **THAT** the amendment of the Company's Articles of Association is in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole; and
4. **THAT** these resolutions have effect notwithstanding any provision of the Company's Articles of Association.

**Agreement of the sole eligible member**

The undersigned being the sole eligible member of the Company on 20 February 2018 (the **circulation date**) irrevocably agrees to the resolutions set out above:

Signed by:



For: **Shearings Group Limited**

Date: 20 February 2018

The sole eligible member must signify its agreement to the proposed resolution as follows: (i) by hand, by delivering a signed copy to Megan McMellon at Allen & Overy LLP, One Bishops Square, London, E1 6AD; (ii) by post, by sending a signed copy to Megan McMellon at Allen & Overy LLP, One Bishops Square, London, E1 6AD; or (iii) by email, by sending a scanned signed copy of the resolution to [megan.mcmellon@allenoverly.com](mailto:megan.mcmellon@allenoverly.com). The sole eligible member must signify its agreement to the proposed resolution within the period of 28 days from and including the circulation date. However, if the sole eligible member does not agree with the proposed resolution, it does not need to reply. Once the sole eligible member has signified its agreement to the proposed resolution, its agreement may not be revoked. The proposed resolution will lapse if it is not passed by the end of that 28 day period.

**\*Note:** An "eligible member" is a member who is or would be entitled to vote on the above resolution on the circulation date (i.e. the date on which the resolution is sent or submitted to the member).

**Company Number    05679423**

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY SHARES**

---

**N E W**

**ARTICLES OF ASSOCIATION**

**(Adopted by Special Resolution  
passed on 20 February 2018)**

**- of -**

**WA SHEARINGS GROUP EMPLOYEE BENEFIT TRUST LIMITED**

---

**Company Number 05679423**

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY SHARES**

---

**NEW  
ARTICLES OF ASSOCIATION  
(Adopted by Special Resolution  
passed on 20 February 2018)**

**- of -**

**WA SHEARINGS GROUP EMPLOYEE BENEFIT TRUST LIMITED**

---

**1. PRELIMINARY**

- 1.1 The definitions and other interpretation provisions in the Schedule to these Articles shall apply.
- 1.2 The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them.

**2. SHARES**

- 2.1 There shall be no restriction on the number of shares which may be issued by the Company except as may be expressly provided for in these Articles.
- 2.2 The unissued shares for the time being shall be under the control of the Directors, who are generally and unconditionally authorised by these Articles to allot, grant options over, or otherwise dispose of or deal with any unissued shares and any rights (whether under options, warrants, on conversion of any indebtedness or otherwise) to call for the allotment or issue of shares to such persons, on such terms (including as to payment up of the nominal value and any premium to be paid to the Company in consideration for such issue) and in such manner as they shall think fit, but subject to the other provisions of these Articles.
- 2.3 In exercising their authority under this Article 2, the Directors shall not be required to have regard to sections 561 and 562 of the Act which shall not apply to the Company.
- 2.4 Any consideration to be paid to the Company for the issue of a share shall be payable at such time or time(s) and in such instalments (if any) as shall be prescribed by the Board and as regards any premium may be conditional or variable in amount, in whole or in part.
- 2.5 Subject to the other provisions of these 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.

2.6 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.

2.7 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.

### 3. INCOME AND CAPITAL

3.1 Subject to the other provisions of these Articles, any profits resolved to be distributed in any financial year or period shall be distributed amongst the holders of the Ordinary Shares pro rata to the number of Ordinary Shares respectively held by them.

3.2 Subject to the other provisions of these Articles, on a return of assets on liquidation or otherwise, the assets of the Company remaining after payment of its debts and liabilities and available for distribution to holders of Ordinary Shares shall be distributed between the holders of the Ordinary Shares pro rata to the number of Ordinary Shares respectively held by them.

### 4. VOTING RIGHTS

4.1 Except as expressly provided in these Articles, each holder of Ordinary Shares present in person or by proxy or corporate or other voting representative permitted by these Articles shall be entitled on a show of hands to one vote and on a poll to one vote for each Ordinary Share of which he is the holder.

4.2 Unless otherwise agreed under the terms of the issue of the shares concerned, no member shall be entitled in respect of any share held by him to vote (either personally or by corporate representative or proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings unless all calls or other sums presently payable by him in respect of that share have been paid.

### 5. ULTIMATE SHAREHOLDER CONSENT

5.1 Other than where such matter is anticipated under the Business Plan in force at the relevant time, Ultimate Shareholder Consent shall be required before the Company makes any decision, approves any transaction or otherwise takes any action in respect of any of the following matters (together, the "**Reserved Matters**");

(A) Share Issues – the creation, allotment or issue of any shares or securities by a Group Company, or the grant of any right to require the allotment or issue of any such shares or securities, other than to another Group Company;

(B) Share Reorganisations - the increase, reduction, repayment, purchase or re-purchase, sub-division, consolidation or other variation of the share capital of a Group Company (or rights attaching to such share capital), or the reduction of the amount (if any) standing to the credit of any non-distributable reserve (including the share premium account or capital redemption reserve), except for (a) the specific purposes set out in the Articles or (b) as permitted by sections 610(2), 733 of the Act (or equivalent under the relevant local law);

- (C) Amendment to Articles - the amendment of any provision of the articles of association of any Group Company (save in each case for corrections, changes of an editorial nature and changes required by law or regulation);
- (D) Deed of Agreement - the amendment of any provision of the Deed of Agreement;
- (E) Change in Nature of Business - the making of any change in the nature of the business of a Group Company, which change would be material in the context of the Group as a whole;
- (F) Insolvency – the passing of any resolution to wind up a Group Company (whether solvent or otherwise), the taking of any corporate action, legal proceedings or other procedure or step in relation to the dissolution of a Group Company, taking any steps for the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in relation to a Group Company or any of its assets (in each case, whether out of court or otherwise);
- (G) Dividends – the declaration, making or payment of any dividend or other distribution to a holder of securities of a Group Company which is not another Group Company;
- (H) Exit – the taking of any decision amounting to a whole or partial sale or Listing of any part of the Group ("**Exit**") and the taking of steps to prepare for an Exit, including, without limitation, hiring advisers, doing market soundings and/or making preparations for a Listing;
- (I) Financing
  - (1) any actions not in compliance with the terms of any bank facilities entered into by the Group from time to time (the "**Financing Terms**");
  - (2) the agreement by any member of the Group to any amendment to the Financing Terms (or the making of any requests by any member of the Group for any consent, indulgence or waiver under the Financing Terms);
  - (3) the borrowing of any money by any member of the Group other than pursuant to, or as permitted by, the Financing Terms;
  - (4) the entering into any factoring or invoice discounting arrangements in respect of its debts; or
  - (5) the entering into or approval of any hedging and other derivative transactions;
- (J) Guarantees - the creation, extension or variation of any guarantee by the Group, save as (a) implied by law, (b) made in the normal course of trading by the Group, or (c) required pursuant to the Financing Terms, but in any case for an aggregate liability not exceeding £100,000;
- (K) Charges - the creation, extension or variation of any mortgage or charge or other encumbrance by any member of the Group over any part of its property or assets or uncalled capital (otherwise than in accordance with the Financing Terms or any document to be entered into pursuant to the Financing Terms or any security created pursuant thereto);
- (L) Business Plan / CAPEX

- (1) the adoption, in relation to each period to which it relates, of the Business Plan;
  - (2) the entering into of any capital expenditure commitments by any member of the Group unless (and to the extent that) such commitments have been approved in accordance with the Business Plan;
  - (3) the making of any revision to the Business Plan;
  - (4) the taking of any action which is inconsistent with the Business Plan;
- (M) Acquisitions or Disposal of Assets, Undertakings and Shares – the acquisition or disposal (including, without limitation, any purchase, sale, transfer, lease, licence or hire purchase or relocation or closure of any property, premises or business outlet) by any member of the Group of any asset or group of assets, undertakings, shares or other securities save as made in the normal course of trading;
- (N) Occupation of Property – the entry into any agreement to occupy or permit any third party to occupy any property or premises (whether freehold or leasehold) or variation of any of the material terms under which it occupies or permits any third party to occupy any property or premises save as in the case of normal course conduct of hotel operations where rooms are occupied on a "night by night" basis or otherwise in the normal course of trading by the Group but in any case only (i) in respect of a property or premises where the term of such lease is 10 years or less and the annual rent is not in excess of £100,000 and (ii) where the aggregate annual rent in respect of all such properties or premises is not in excess of £150,000 in any one calendar year;
- (O) Joint Ventures, Partnerships - the formation, entry into, termination or withdrawal from any partnership, consortium, joint venture or any other unincorporated association by any member of the Group, or the making of any material amendments to any document regulating the operation of any partnership, consortium, joint venture or any other unincorporated association;
- (P) Transactions not on Arm's-Length Terms - the undertaking or entering into of any transaction by any member of the Group of any nature whatsoever other than by way of bargain at arm's length and upon normal commercial terms or other than in the normal course of trading of the Group (including any transaction which, if the Group Company were admitted to the Official List of the Financial Conduct Authority and to trading on the London Stock Exchange's market for listed securities, would constitute a transaction with a related party (as defined from time to time in the Listing Rules));
- (Q) Lending - the lending of money by any member of the Group (except in the normal course of trading, or to a wholly owned subsidiary for use in the normal course of trading, or in accordance with binding agreements otherwise approved by Ultimate Shareholder Consent);
- (R) Litigation - the commencing, defending or settlement by any member of the Group of any litigation or other legal dispute where the claim made has a value of more than GBP 50,000 or is otherwise material to the business of the Group as a whole;
- (S) Changes to Accounting Policies and Accounting Reference Date - the making of any change in the Group's accounting policies or principles or the basis of their application, save for any changes required from time to time to comply with changes in the law or with statements of standard accounting practice, or the altering of any

member of the Group's accounting reference date, except to align accounting reference dates of wholly owned subsidiaries with an ultimate or intermediate holding company;

- (T) Auditors and Advisers - (i) the making of any change in the auditors' appointment, or (ii) the appointment of any advisers on any matter material to the Group as a whole;
- (U) Appointment of Directors and Senior Employees - the appointment to, or removal from, office of any Director of a Group Company or the chairman of a Group Company, or the entering into or termination of any employment contract, contract of service or consultancy, or service agreement by any member of the Group in respect of the services of any person where:
  - (1) such person is, or is to be, a director of a Group Company (or a person connected with a director of a Group Company); or
  - (2) the remuneration (including pension contributions) payable under such contract is or is to be in excess of GBP 100,000 per annum (Index-linked);
- (V) Changes to Service Arrangements - the alteration of any of the terms of any contract or agreement falling within paragraph (U) above, or any increase or variation in the basis of calculating the remuneration paid by a member of the Group (including any salary, fee, bonus or commission entitlement or arrangement, or pension contribution) under any such contract or agreement but excluding in any such case, any increase or variation arising by reason of contractual entitlement;
- (W) Service Agreements - the undertaking or completion of any performance reviews relating to the Directors;
- (X) Benefit Schemes
  - (1) the agreement of any award, grant, declaration or vesting of any payments, awards, shares or any other benefits in accordance with the terms of the MIP;
  - (2) the establishment of any new MIP, profit sharing, bonus or incentive scheme giving rise to payment of emoluments for any financial year (other than where approved by the Remuneration Committee);
  - (3) the variation to the terms of the MIP or any other existing profit sharing, bonus or incentive scheme giving rise to payment of emoluments for any Financial Year (other than where approved by the Remuneration Committee);
  - (4) the establishment of, or variation to the terms of, any pension or life insurance scheme giving rise to payment of contributions or emoluments for any Financial Year (other than where approved by the Remuneration Committee);
  - (5) the increase of the remuneration of any Director of the Group Company save as contractually required by his service agreement or by law; or
  - (6) the making of any change or amendment to the constitution of, or the terms of reference relating to, the Remuneration Committee.

- (Y) IP Rights - the entry into or variation of any of the material terms of any material agreement for the acquisition and/or user or other exploitation (whether by a member of the Group or a third party) of any intellectual property rights;
- (Z) Previous Director Waiver/Consent - the entry into or in any material respect variation of the terms of or grant of any material waiver or consent in respect of an agreement or a transaction with any person who is or has in the previous twelve months been a Director or shareholder director or shareholder of the Group Company or connected person of a Director or shareholder director;
- (AA) Delegation of Directors' Authority - the delegation of any authority applicable to the Board or any individual Director;
- (BB) Subsidiary Terms of Reference and Policies - the approval of any key subsidiary policies (including AML, conflict of interest and anti-bribery policies);
- (CC) Bank Mandates – making any alterations to the bank mandates or changing the Group Company's bankers; and
- (DD) the entry into any agreement, commitment or arrangement to do any of the above.

## **6. NEW SHARE ISSUES**

### **6.1 Subject to the other provisions of these Articles:**

- (A) the Company may issue shares with such rights and/or restrictions as may be determined by ordinary resolution or (with Ultimate Shareholder Consent and subject to any prior determination by the Company by shareholder resolution) by the Board;
- (B) the Company may issue shares which are to be or are liable to be redeemed (at the option of the Company or their holder) on such terms and conditions and in such manner concerning their redemption as may be determined by the Board with Ultimate Shareholder Consent.

### **6.2 For the purposes of these Articles and unless otherwise specified (in compliance with Article 6.1) in the terms of their allotment, all shares in the Company other than:**

- (A) those issued to its subscribers on its incorporation; and
- (B) any shares issued before the Adoption Date in irredeemable form,

shall be redeemable when and if re-designated as *Deferred Shares* as provided in these Articles or (subject to Ultimate Shareholder Consent) with the consent of their holder on the terms agreed between their holder and the Company.

### **6.3 Any consideration to be paid to the Company in consideration for the issue of a share shall be payable at such time or time(s) and in such instalments (if any) as shall be prescribed by the Board and are consistent with Article 6.1 and as regards any premium may be conditional or variable in amount, in whole or in part.**

### **6.4 Except as expressly provided in these Articles and as may otherwise be agreed by Ultimate Shareholder Consent, any unissued shares (whether forming part of the original share capital or not) shall, before they are issued, first be offered to the members as follows:**

- (A) the offer shall be made by notice in writing to all the members specifying the number and class and subscription price of the shares on offer limiting the time (not being less than twenty-one days or, during a Default Period, such shorter period as may be agreed by Ultimate Shareholder Consent) within which the offer may be accepted; and
  - (B) acceptances shall be given to the Company by notice in writing and in that acceptance the applicant shall state the number of the shares on offer which he is willing to subscribe for, which may be up to all of the shares being offered.
- 6.5 After the end of the offer period under Article 6.4 or after the Company shall have received notice of the acceptance or as the case may be refusal of the offer from every offeree (whichever shall be the earlier event) the Directors shall allot the offered shares to and amongst the applicants in accordance with their applications or to the extent there is competition between them, pro-rata according to the number of Ordinary Shares in respect of which they are respectively registered as holders PROVIDED THAT no applicant shall be obliged to take more than the maximum number of offered shares specified by him in his application.
- 6.6 If all or any of the unissued shares to which Article 6.4 applies are not taken up in accordance with the provisions of Articles 6.4 and 6.5 the Directors may offer those shares to a third party (to be approved by Ultimate Shareholder Consent) and, subject to these Articles and to the provisions of the Act, those shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that, except with Ultimate Shareholder Consent:
- (A) none of them shall be issued more than three months after the expiry of the period for acceptance of the last offer of them made under Article 6.4 unless the procedure set out in Articles 6.4 and 6.5 is repeated in respect of such shares;
  - (B) none of them shall be issued at a price less than that at which they were offered in accordance with Article 6.4 and 6.5; and
  - (C) if the Directors are proposing to issue them wholly or partly for non-cash consideration, the cash value of such consideration shall be as reasonably determined by the Auditors whose determination shall be final and binding on the Company and each of its members.
- 6.7 Article 6.4 shall not apply to the grant of a Permitted Option nor to the allotment of Ordinary Shares on its exercise but subject always to the terms of any Ultimate Shareholder Consent relevant to the Subscription Rights concerned.
- 6.8 Subject first to obtaining Ultimate Shareholder Consent, the Company may exercise all powers conferred by the Act of paying commissions in relation to a subscription for shares or other allotment. Subject to the Act, such commissions may be satisfied in cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also (with Ultimate Shareholder Consent) pay any brokerage in relation to a subscription for shares which is lawful.

## **7. ALTERATION OF SHARE CAPITAL**

- 7.1 Subject to the provisions of the Act and the other provisions of these Articles, the Company may by ordinary resolution:

- (A) increase its share capital by a sum to be divided into shares of amounts prescribed by the resolution;
- (B) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (C) sub-divide all or any of its shares into shares of a smaller amount;
- (D) resolve that one or more of the shares resulting from any such division or sub-division may have any preference or other advantage as compared with the others or may be made subject to any restriction as compared with the others;
- (E) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by a person and diminish the amount of its unissued share capital by the amount of the shares so cancelled; and/or
- (F) redenominate its share capital or any class of it and effect any related reduction in its share capital as provided in Chapter 8 of Part 1 of the Act.

7.2 Subject to the provisions of the Act and the other provisions of these Articles, the Company may:

- (A) reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any way;
- (B) purchase its own shares, including any redeemable shares;
- (C) make a payment in respect of the redemption or purchase of its shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of share; and/or
- (D) subject to section 686 of the Act, make a payment in respect of the redemption of its own shares later than the date of their redemption, if so provided as part of the terms of the issue of the shares concerned (in which case these Articles shall constitute the relevant agreement between the Company and their holder for the purposes of section 686(2) of the Act) or to the extent otherwise permitted by the Act.

7.3 If, as the result of a consolidation and division or a sub-division of shares, fractions of shares become attributable to members, the Board may on behalf of the members and subject to obtaining prior Ultimate Shareholder Consent deal with the fractions as it thinks fit, including (without limitation) by:

- (A) selling shares representing the fractions to any person (including, subject to the provisions of the Act, the Company by redemption or purchase) for the best price reasonably obtainable and distributing the net proceeds of sale in due proportion amongst the persons to whom the fractions are attributable (except that if the amount due to a person is less than £5.00, or such other sum as the Board may decide, the Company may retain such sum for its own benefit); and/or
- (B) issuing to the member(s) concerned, credited as fully paid by way of capitalisation, the minimum number of shares required to round up his/their holding of shares to a number which, following a consolidation and division or a sub-division, leaves a whole number of shares (that issue being deemed to have been effected immediately before the consolidation or the sub-division, as the case may be).

- 7.4 To give effect to any sale of fractional entitlements the Board may authorise a person to execute an instrument of transfer of shares to the purchaser or as the purchaser may direct; and the purchaser will not be bound to see to the application of the purchase monies in respect of that sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any such instrument or shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.
- 7.5 The amount required to pay up any shares to be issued as contemplated by Article 7.3(B) may be capitalised as the Board thinks fit out of amounts standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution.
- 7.6 A resolution of the Board consolidating fractional entitlements and redesignating the same (as appropriate) capitalising part of any such reserve or fund as is referred to in Article 7.3 will have the same effect as if the same had been made with the sanction of an appropriate shareholder resolution and in relation to a capitalisation the Board may exercise all the powers conferred on it by these Articles in relation to capitalisations without requirement for further sanction of any shareholder resolution.

## **8. SHARE CERTIFICATES**

- 8.1 Subject to the Act and these Articles, every person, upon becoming the holder of a share or upon transferring part only of his holding of shares is entitled, without charge, to one or more certificates for all the shares of a class then or remaining registered in his name or, in the case of shares of more than one class being registered in his name, to separate certificate(s) for each class of shares, unless the terms of issue of the shares provide otherwise.
- 8.2 A certificate shall specify the number and class and nominal value and the distinguishing numbers (if any) of the shares in respect of which it is issued and whether or not the shares are fully paid. It shall be signed by two Directors or one Director and any Secretary of the Company or in such other manner as the Board may approve.
- 8.3 The Company is not bound to issue more than one certificate for shares held jointly by two or more persons. Delivery of a certificate to one joint holder shall be sufficient delivery to all joint holders.
- 8.4 If any certificate is worn-out, defaced, lost or destroyed, the Company may cancel it and issue a replacement certificate subject to such terms as the Board may decide as to evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity or such security but otherwise free of charge, and (if the certificate is worn-out or defaced) on delivery up of the old certificate.

## **9. VARIATION/ABROGATION AND EXERCISE OF RIGHTS**

- 9.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied modified abrogated or cancelled only with the approval of a special resolution passed at a separate class meeting of the holders of the issued shares of that class or with the consent in writing of the holders of at least seventy-five per cent in number of the total number of issue shares of that class.
- 9.2 The provisions of these Articles relating to general meetings shall apply to every separate class meeting referred to in Article 9.1, but the necessary quorum shall be two persons holding or representing by proxy or corporate representative at least a Majority in nominal

value of the issued shares of that class and any holder of shares of the class present in person or by proxy may demand a poll and on a poll each share concerned shall carry one vote PROVIDED THAT where there is only one holder of the issued shares of the relevant class a quorum shall be that holder alone present in person or by proxy or corporate representative.

- 9.3 For the avoidance of doubt, the variation, modification, abrogation or cancellation of this Article or of any provision of these Articles which contains or affects any class rights shall (except as expressly provided) require the consent (in accordance with this Article 9) of the holders of shares of the class or classes concerned to be effective.
- 9.4 In exercising any rights as the holder of any shares, their holder shall be entitled to exercise those rights in its absolute discretion as it sees fit including, without limitation, without obligation to have regard to:
- (A) the interests of any other holder(s) of the same class of shares or the rights of holders of that particular class as a whole or the holder(s) of any other class or classes of share or any of them; and
  - (B) the interests of the Company (as a commercial entity or otherwise) and/or the interests of the general body of its shareholders.
- 9.5 The creation or issue of further shares of the same class shall not of itself constitute a variation or modification or abrogation of the class rights of the holders of shares of that class already in issue.

## **10. LIENS**

- 10.1 Subject to the following provisions of this Article, the Company shall have a first and paramount lien on all shares (whether or not fully paid) standing registered in the name of any person indebted or under liability (actual or contingent) to the Company and/or any other member of the Group and a right of set off for that debt or liability against all amounts payable by the Company on or in respect of the same, whether he shall be the sole registered holder or shall be one of two or more joint holders, for all amounts presently payable by him (or any person entitled by transmission to the shares) to the Company whether in respect of those shares or otherwise.
- 10.2 The Board may also, with Ultimate Shareholder Consent, resolve that any share or shares be exempt wholly or in part from this Article.
- 10.3 For the purpose of enforcing the Company's lien on any shares and without prejudice to Article 10.4, the Company (which shall be deemed by these Articles irrevocably appointed as the attorney of such member empowered and authorised on his behalf to do execute and deliver any acts things deeds and documents as it may consider necessary for the purpose) may sell the shares in such manner as it decides (with Ultimate Shareholder Consent) if an amount in respect of which the lien exists is presently payable and is not paid within fourteen clear days following the giving of a notice to the holder (or any person entitled by transmission to the share) demanding payment of the amount due within such fourteen clear day period and stating that if the notice is not complied with the shares may be sold.
- 10.4 On a Sale or Listing or on any sale of such shares under Article 10.3, each member whose shares are subject to a lien as provided in these Articles shall be deemed by these Articles irrevocably to appoint the Company as his attorney and authorised on his behalf to make such arrangements as are necessary to procure that any such amounts payable by him as contemplated by this Article are directly paid to the Company or relevant member of the Group out of any proceeds of sale which are payable for the shares under the arrangements.

- 10.5 The purchaser or transferee will not be bound to see to the application of the purchase monies in respect of any sale of shares under the powers of the Company conferred by this article. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any deeds, transfers and documents executed and all acts and things done in accordance with the foregoing provisions of this article shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.
- 10.6 The net proceeds of any sale of shares subject to the Company's lien under these Articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company in respect of the shares. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on surrender to the Company for cancellation of the certificate for those shares (or an indemnity in such form as the Board may require where it is missing or destroyed) and (in all cases) subject to the Company having a lien on such balance on the same basis as applied to the shares for any amount not presently payable as existed on such shares before the sale.

## **11. PARTLY PAID SHARES AND FORFEITURE**

- 11.1 The powers of the Board under this Article may only be exercised with Ultimate Shareholder Consent.
- 11.2 Subject to their terms of issue, the Board may from time to time make calls upon the members in respect of any amounts unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the Company serving upon him at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares.
- 11.3 A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 11.4 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
- 11.5 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.
- 11.6 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate, not exceeding 5 per cent. per annum above the base rate, as the Board may decide, and all expenses that have been incurred by the Company by reason of such non-payment, but the Board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part.
- 11.7 Any amount which becomes payable in respect of a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid, all the provisions of these articles shall apply as if the sum had become due and payable by virtue of a call.
- 11.8 Subject to their terms of issue, the Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

- 11.9 The Board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the amounts uncalled and unpaid upon any shares held by him and on all or any of the moneys so advanced the Company may (until those moneys would, but for the advance, become presently payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution or a Shareholder Majority shall otherwise direct) 5 per cent. per annum above the base rate, as the Board may decide.
- 11.10 If any call or instalment of a call remains unpaid on any share after the day appointed for payment, the Board may serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of that non-payment.
- 11.11 The notice shall name a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which the call has been made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited and, in that event, references in these articles to forfeiture shall include surrender.
- 11.12 If the notice is not complied with, any share in respect of which it was given may, at any time before payment of all calls or instalments and interest and expenses due in respect of it has been made, be forfeited by a resolution of the Board and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 11.13 When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by any omission or neglect to give notice.
- 11.14 Until cancelled in accordance with the requirements of the Act, a forfeited share shall be deemed to be the property of the Company and may be sold or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person upon such terms and in such manner as the Board shall decide. The Board may for the purposes of the disposal authorise some person to execute an instrument of transfer to the designated transferee. The Company may receive the consideration (if any) given for the share on its disposal. At any time before a sale or disposition the forfeiture may be cancelled by the Board on such terms as the Board may decide.
- 11.15 A person whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the forfeited shares but shall remain liable to pay to the Company all moneys which at the date of the forfeiture were payable by him to the Company in respect of those shares with interest at the rate of 15 per cent. per annum (or such lower rate as the Board may decide) from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.
- 11.16 A statutory declaration that the declarant is a Director of the Company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or disposal.

## **12. TRANSFERS - GENERAL**

- 12.1 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.
- 12.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 12.3 The Company may retain any instrument of transfer which is registered.
- 12.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 12.5 The Directors may refuse to register the transfer of a share, whether or not it is a fully paid share or a share on which the Company has a lien (but subject always to any other provisions of the Articles), 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.
- 12.6 The Directors shall not decline to register any transfer of shares where such transfer is executed by or in favour of any bank or institution to whom such shares have been charged or mortgaged (a "**Qualifying Institution**"), or by or in favour of any nominee of a Qualifying Institution, nor may the Directors suspend registration of any member which is a Qualifying Institution (or nominee thereof). A certificate by any official of a Qualifying Institution that the relevant shares are charged or mortgaged shall be conclusive evidence of that fact. No person shall have any pre-emption rights in relation to any transfer of shares to a Qualifying Institution. The provisions of this article 12.6 shall supersede any other provisions of these Articles.

## **13. GENERAL MEETINGS: CONVENING AND QUORUM**

- 13.1 All general meetings of the Company shall:
  - (A) be held within the United Kingdom or in such other jurisdiction as may be agreed by Ultimate Shareholder Consent, but without prejudice to Article 13.7; and
  - (B) not be convened on shorter notice than the minimum required by the Act.
- 13.2 Without limiting any other powers of the Board or any of the members to convene or require the convening of a general meeting, a general meeting may be convened by, or a proposed written shareholder resolution may be circulated by, a Shareholder Majority in the same way as if it is to be convened or circulated by the Board and with its authority. The Company shall be provided with a copy of the notice convening the meeting or of that proposed written resolution at the same time as it is sent to the members entitled to receive the same.
- 13.3 The accidental omission to give any notice of a meeting or the accidental omission to send any document relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document, shall not invalidate the proceedings at that meeting.
- 13.4 No business (other than the appointment of the chairman) shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and at all times throughout the meeting.
- 13.5 If within thirty minutes (or such longer time as the chairman of the meeting may agree) of the time appointed for a general meeting, a quorum is not present, or if during a meeting a

quorum ceases to be present, the meeting shall be adjourned to such other day and at such other time and place as the chairman (or in default, the Board) may decide provided that (unless otherwise agreed by Ultimate Shareholder Consent) if the meeting is adjourned for 14 days or more, not less than 7 clear days' notice in writing is given of the adjourned meeting to all persons entitled to attend at it.

- 13.6 Two members present in person or by proxy (or, being a corporation, by representative) shall be a quorum provided that:
- (A) if and for so long as, the Company has only one member, that member present in person or by proxy shall be a quorum at any general meeting of the Company or of the holders of any class of shares; and
  - (B) if he is the only person present, a member (or his proxy or corporate representative) may only be counted in the quorum once, notwithstanding that he may also be acting as a proxy or corporate representative for another member or members.
- 13.7 A person (whether being a shareholder or his proxy or corporate representative) may attend and shall be treated as being in attendance at a general meeting if (even though he is not in the same place as other attendees) he is in a position (where is he is entitled to speak at the meeting) to communicate to all those attending the meeting any information or opinions he has on the business of the meeting and (being entitled to vote at the meeting) he is able to vote, *during the meeting, on the resolutions put to the meeting and his vote can be taken into account, in determining whether or not such resolutions are passed, at the same time as the votes of the other persons attending the meeting.*
- 13.8 If at an adjourned meeting a quorum for the purposes of Article 13.6 is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
- 13.9 The chairman of the Board or, in his absence, the deputy chairman (in each case being an Director) shall preside as chairman at every general meeting.
- 13.10 Each Director shall be entitled to attend and speak at any general meeting of the Company, whether or not he is a shareholder. The chairman or any Director may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.
- 13.11 The chairman may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by such a meeting) adjourn the meeting either sine die or to another time or place. When a meeting is adjourned sine die the time and place for the adjourned meeting shall be fixed by the Board.
- 13.12 No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.
- 13.13 When a meeting is adjourned for one month or more, or sine die, at least seven days notice of the adjourned meeting shall be given specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted. Except where these Articles otherwise require, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

#### **14. GENERAL MEETINGS: PROCEEDINGS**

- 14.1 At any *general meeting* a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands)

demande by the chairman or by any member entitled to vote who is present in person or by proxy. On a show of hands or poll votes may be given either personally or by corporate representative or by proxy.

- 14.2 Unless a poll is demanded as provided in Article 14.1, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 14.3 If a poll is properly demanded it shall be taken in such manner as the chairman shall direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll shall be taken forthwith after it has been properly demanded. A demand for a poll may be withdrawn. A member entitled to more than one vote need not, if he votes, use all his votes or cast all of the votes in the same way.
- 14.4 In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
- 14.5 A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in those circumstances to do so on his behalf (and that person may vote on a poll by proxy), provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote or such other right has been delivered at the Registered Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.
- 14.6 If any objection shall be raised to the qualification of any voter, or any votes have been counted which ought not to have been counted or which might have been rejected, or any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs.

## **15. PROXIES AND CORPORATE REPRESENTATIVES**

- 15.1 The appointment of a proxy shall be in any usual form or in any other form which the Board may approve and, in the case of an instrument in writing, shall be executed by or on behalf of the appointor. In the case of an instrument in writing, a corporation may execute a form of proxy either under its common seal (or in any other manner permitted by law and having the same effect as if executed under seal) or under the hand of a duly authorised officer, attorney or other person. A member may appoint more than one proxy to attend on the same occasion, but only one proxy may be appointed in respect of any one share. The appointment of a proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A form of proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting to which it relates.

15.2 The appointment of a proxy and any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the Board may:

(A) in the case of an instrument in writing be deposited at the Registered Office or at such other place in the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(B) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(1) in the notice convening the meeting; or

(2) in any instrument of proxy sent out by the Company in relation to the meeting; or

(3) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting

be received at that address not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

(C) in the case of a poll taken more than 48 hours after it was demanded, be deposited or received at the place referred to in paragraph (A) or (B) (as appropriate) of this Article after the poll has been demanded and not less than twenty four hours before the time appointed for taking the poll; or

(D) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting to the chairman of the meeting, the Secretary or any Director.

Pursuant to section 327(3) of the Act, in calculating the periods mentioned in sub-paragraphs (A) to (D) above, no account shall be taken of any part of a day which is not a working day.

15.3 An appointment of proxy which is not deposited, delivered or received in a manner permitted under Article 15.2 shall be invalid unless the chairman of the meeting or a Shareholder Majority, in its absolute discretion in relation to any such appointment, waives any such requirement and decides to treat that appointment as valid. The appointment of a proxy will not be valid after twelve months from its date or the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from that date.

15.4 When two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered or received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.

15.5 An appointment of proxy shall be deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll and to vote, on a poll, on a resolution or a motion or an amendment of a resolution put to, or other business which may properly come before, the meeting or meetings for which it is given or any adjournment of any such meeting,

as the proxy thinks fit. The appointment shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting.

- 15.6 The Board may at the expense of the Company send forms of appointment of proxy to the members by post, by electronic communication or otherwise (with or without provision for their return by pre-paid post) for use at any general meeting or at any separate meeting of the holders of any class of shares, either blank or nominating as proxy in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent notice of the meeting and to vote at it. The accidental omission to send such a form of appointment or to give such an invitation to, or the non-receipt of such form of appointment by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.
- 15.7 A body corporate which is a member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The body corporate shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it. All references in these Articles to attendance and voting in person shall be construed accordingly. A Director, the Secretary or some other person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to such person before permitting him to exercise his powers.
- 15.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll, unless notice of the termination was received by the Company at the Registered Office, or at such other place at which the instrument of proxy was duly deposited, or, where the appointment of proxy was contained in an electronic communication, at the address at which that appointment was duly received, at least one hour before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) at least one hour before the time appointed for taking the poll.
- 15.9 In this Article "**address**", in relation to documents in electronic form, includes any number or address used for the supply of documents in electronic form.

## **16. WRITTEN SHAREHOLDER RESOLUTIONS**

- 16.1 Shareholder resolutions may be passed in writing as provided in Chapter 2 of Part 13 of the Act.
- 16.2 For the purposes of Article 16.1 a resolution in writing may consist of several documents in the same form each signed by one or more members. In the case of a corporation the resolution may be signed on its behalf by a director or by its duly appointed or duly authorised representative.

## **17. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 17.1 Subject to the Act and unless and until the Company by special resolution shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be one.
- 17.2 A Director may be appointed:
- (A) by ordinary resolution; or
  - (B) by resolution of the Board (subject to Ultimate Shareholder Consent).
- 17.3 The office of a Director shall be vacated if:
- (A) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
  - (B) he becomes bankrupt or insolvent and the Board notifies him in writing that he should leave his office; or
  - (C) he is suffering from mental disorder and the Board notifies him in writing that his office be vacated; or
  - (D) (not being precluded from so doing by the terms of any contract with the Company) he resigns the office of Director by notice in writing to the Company or he becomes required so to resign under the terms of any contract made between him and the Company or a member of the Group and he shall fail to do so when so required; or
  - (E) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office is vacated (but without prejudice to any right he may have to damages by reason of that removal);
  - (F) he is removed from office pursuant to any provision of the Act or these Articles or (in addition to any power of removal by shareholder resolution conferred by the Act) by ordinary resolution; or
  - (G) his employment is terminated in accordance with a contract of service between him and the Company.
- 17.4 A Director need not hold any shares nor retire by rotation or by reason of having reached any particular age.

## **18. ALTERNATE DIRECTORS**

- 18.1 Each Director (other than an alternate Director) shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors (with Ultimate Shareholder Consent), and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the Registered Office.
- 18.2 An alternate Director so appointed shall not be entitled in that capacity to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise

payable to his appointor as his appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

- 18.3 An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings.
- 18.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director.
- 18.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

## **19. POWERS OF DIRECTORS**

- 19.1 Subject to the Act, these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of these Articles nor any such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or such direction had not been given. The provisions in these Articles giving specific powers to the Board shall not limit the general powers given by this Article.
- 19.2 The shareholders may by special resolution direct the Board to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the Board has already done.
- 19.3 If the number of Directors is less than the minimum prescribed in accordance with these Articles, the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making that appointment. If there is/are no Director or Directors able or willing to act, any member(s) holding at least five per cent of the issued Ordinary Shares may summon a general meeting for the purpose of appointing Directors.
- 19.4 Subject to, and to the fullest extent permitted by, the Act, the Directors shall:
  - (A) comply with the terms of the Deed of Agreement and comply with any written directions, instructions or requests, lawfully and properly made to the Board or the Company, by the Ultimate Shareholder; and
  - (B) not make any decision, approve any matter or otherwise take any action, or omit to take any action, which:
    - (1) pursuant to the Deed of Agreement and to Article 19.4(A) above, would require the consent of the Ultimate Shareholder or the approval of any other

party, unless and until the written consent of the Ultimate Shareholder or other relevant party has been obtained; and/or

- (2) would otherwise constitute a breach of the terms upon which any direction, instruction or request was made by the Ultimate Shareholder.

## **20. DELEGATION OF DIRECTORS' DUTIES**

- 20.1 The Board may by power of attorney or otherwise, appoint any person or body of persons whether nominated directly or indirectly by the Board to be the agent of the Company upon such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.
- 20.2 The Board may entrust to and confer upon any Director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.
- 20.3 The Board may delegate any of its powers, authorities and discretions (including, without limitation, those relating to the payment of monies or other remuneration to, and the conferring of benefits on, a Director) for such time and on such terms and conditions as it shall think fit to a committee consisting of one or more Directors and (if thought fit) one or more other persons. The Board may grant to the committee the power to sub-delegate, and may retain or exclude the right of the Board to exercise the delegated powers, authorities or discretions collaterally with the committee. The Board may at any time revoke the delegation *or alter its terms and conditions or discharge the committee in whole or in part*. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Board and that power, authority or discretion has been delegated by the Board to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.
- 20.4 The Board's power under these Articles to delegate to a committee includes (without limitation) the power to delegate the determination of any fee, remuneration or other benefit to be paid or provided to any Director and is not limited by the fact that in some Articles but not others express reference is made to particular powers being exercised by the Board or by a committee.
- 20.5 Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board. The meetings and proceedings of any committee shall be governed by the provisions contained in these articles for regulating the meetings and proceedings of the Board so far as the same are applicable.

## **21. DIRECTORS MEETINGS**

- 21.1 The quorum necessary for the transaction of business of the Directors shall be two Directors present in person or by proxy.
- 21.2 Subject to Article 21.1, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that (unless otherwise agreed by all the Directors at the time as regards the meeting concerned and without prejudice to Article 21.4) all meetings of the Directors be held within the United Kingdom. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 21.3 Save in the case of an emergency and unless all the Directors (or their duly appointed alternates) shall agree to the holding of a meeting by shorter notice, at least three days' notice of every meeting of Directors shall be given to each Director, together with all relevant background materials. The chairman for the time being shall have the discretion to call a meeting with only 24 hours' notice.
- 21.4 Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to his last known address within the United Kingdom or any other address within the United Kingdom given to the Company by him for such purpose or given by electronic communications to an address for the time being notified to the Company by the Director. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless the Director has notified the Company in writing of an address in the United Kingdom or an address for electronic communications at which notice of such meetings is to be given to him when he is absent from the United Kingdom. A Director may waive the requirement that notice of any Board meeting be given to him, either prospectively or retrospectively. In this Article "**address**", in relation to documents in electronic form, includes any number or address used for the supply of documents in electronic form.
- 21.5 Any Director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all the other Directors present at such meeting (whether in person or by means of such type of communication device) to hear at all times the other Directors present at such meeting shall be deemed to be present at such meeting and shall be counted for the purposes of a quorum. The meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 21.6 The Directors may appoint a Director to chair the meetings of the Board, such person so appointed for the time being is known as the chairman. The Directors may terminate the chairman's appointment at any time. If the chairman is unable to attend a meeting of the Board, another Director shall act as chairman for such meeting.
- 21.7 At any meeting of the Directors each Director (or his alternate director if the Director himself is not present) present at the meeting shall be entitled to one vote. In the case of an equality of votes at any meeting the chairman of such meeting shall not be entitled to a casting vote.
- 21.8 Where it is not possible for a Director to attend a Board meeting, the Secretary shall issue the relevant papers in advance of the meeting to allow any comments to be received from the absent Director prior to the meeting.
- 21.9 The Secretary shall keep appropriate attendance records, minutes and schedules of matters arising from Board decisions for all Board meetings, which shall be circulated to all Directors.

21.10 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 21.12.

21.11 If:

(A) the Company only has one director for the time being; 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 (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.

21.12 A resolution in writing signed by the requisite Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, but need not be signed by an alternate director if signed by his appointor or vice versa. For these purposes, the requisite Directors shall be:

(A) all of the Directors entitled to vote on the resolution concerned; or

(B) that number of Directors entitled to vote on the resolution concerned as would, at a meeting of the Board duly convened and held, hold sufficient votes to pass that resolution.

21.13 If a resolution is to be passed under Article 21.12(B) then (to the extent reasonably practicable) the Directors passing the same shall use all reasonable endeavours to inform the other Directors entitled to vote on it of the nature of the resolution and, in any event, the Company will promptly provide the other Directors with a copy of the resolution as passed.

21.14 All acts done by the Board or by any committee or by any person acting as a director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or committee or person so acting or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote.

## **22. DIRECTORS' INTERESTS**

22.1 Subject to the provisions of the Act and to the other provisions of these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any contract in which any Director is in any way interested be liable to be avoided, nor shall any director who is so interested be liable to account to the Company or the members for any remuneration, profit or other benefit realised by the contract by reason of the Director holding that office or of the fiduciary relationship so established.

22.2 A Director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the provisions of the Act) and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or

otherwise) as the Board (or any committee authorised by the Board) may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.

- 22.3 A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in the other company. The Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.
- 22.4 A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm may be entitled to remuneration for professional services as if he were not a Director.
- 22.5 Subject to the provisions of the Act and to Article 22.11, a Director may vote on and be counted in the quorum in relation to any resolution of the Board in respect of any contract in which he has an interest.
- 22.6 Pursuant to sections 177, 182, 184 and 185 of the Act, a Director who is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Company shall declare the nature of his interest to the other Directors (i) at a meeting of the Directors; or (ii) by a notice in writing in accordance with section 184 of the Act; or (iii) by a general notice in accordance with section 185 of the Act prior to that transaction or arrangement being entered into by the Company (where section 177 of the Act applies) or as soon as required by section 182 of the Act, where that section applies. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. This Article 22.6 does not require a declaration of an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director shall be deemed to be aware of matters of which he ought reasonably to be aware. A Director need not declare an interest in the circumstances set out in section 177(6) or section 182(6) of the Act, as applicable.
- 22.7 References in this Article to:
- (A) a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract;
  - (B) any contract with or situation involving the Company shall include also any contract with or situation involving any of its subsidiaries or subsidiary undertakings for the time being;
  - (C) an interest of a Director shall include any interest of any person who is connected with him for the purposes of sections 252 to 255 (inclusive) of the Act, to the extent the Director is aware of the interest of such connected person; and
  - (D) an interest of an alternate Director shall also include the interest of his appointor, to the extent the alternate Director is aware of that interest.
- 22.8 Subject to the provisions of the Act, the Company may, by Ultimate Shareholder Consent, suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article. Pursuant to section 239 of the Act,

neither a Director nor any member connected with him for the purposes of section 239 of the Act shall vote on any resolution of the Company relating to the ratification of any action by him amounting to negligence, default, breach of duty or breach of trust in relation to the Company.

- 22.9 Subject to Article 22.10, the Directors are empowered under these Articles, for the purposes of section 175 of the Act, to authorise any Conflict Situation that may arise and to amend or vary any such authorisation so given. Any such authorisation, amendment or revocation shall be given by resolution of the Directors made in accordance with these Articles and, in the case of such authorisation, that section. The Directors may give any such authorisation subject to such terms as they shall consider appropriate and reasonable in the circumstances.
- 22.10 Ultimate Shareholder Consent shall be required before the Company or any member of the Group shall:
- (A) through its Directors, authorise for the purposes of section 175 of the Act or otherwise any situation or matter in which any Director has, or can have, a direct or indirect interest which conflicts, or may possibly conflict, with the interests of the Company; or
  - (B) amend or vary any authorisation referred to in Article 22.9.
- 22.11 *The Director in question and any other interested Director shall not vote or be counted in the quorum on any resolution of the Board in accordance with Article 22.9.*

## **23. SECRETARY**

- 23.1 The Directors may from time to time appoint or remove any person who is willing to act as the Secretary of the Company on such terms as they think fit. If at any time there is no Secretary or for any reason no Secretary capable of acting, the Directors may appoint an assistant or deputy secretary.

## **24. FEES, REMUNERATION, EXPENSES AND PENSIONS**

- 24.1 Each of the non executive Directors may be paid a fee at such rate as may from time to time be determined by the Remuneration Committee.
- 24.2 Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a Director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director.
- 24.3 Subject to the other provisions of these Articles, the Board or any committee authorised by the Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar or not, for any Director or former director or the relations, or dependants of, or persons connected to, any Director or former director. No Director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.
- 24.4 The Board may exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in

connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

## **25. DIVIDENDS AND OTHER PAYMENTS**

25.1 Subject to the provisions of the Act and these Articles, the Company may:

- (A) pay such dividends as appear to the Board to be justified by the financial position of the Company and may pay any dividend payable at a fixed rate at intervals settled by the Board *whenever the financial position of the Company, in the opinion of the Board, justifies its payment;*
- (B) by ordinary resolution from time to time declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Board.

25.2 Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:

- (A) all dividends shall be declared and paid according to the amounts paid up (excluding any premium) on the share in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share;
- (B) all dividends shall be apportioned and paid pro rata according to the amounts paid up (excluding any premium) on the share during any portion or portions of the period in respect of which the dividend is paid; and
- (C) with prior Ultimate Shareholder Consent, dividends may be declared or paid in any currency other than Sterling and the Board may decide the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

25.3 With prior Ultimate Shareholder Consent, the Board may deduct from any dividend or other moneys payable to a member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares.

25.4 Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

25.5 Any dividend or other sum payable in cash by the Company in respect of a share may be paid by cheque, warrant or similar financial instrument delivered to or sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder *whose name stands first in the register in respect of the shares at his address as appearing in the Register* or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque, warrant or similar financial instrument shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the Company. In addition, any dividend or other sum may be paid by any bank or other funds transfer system or such other means and to or through such person as the holder or joint holders may in writing direct, and the Company shall have no responsibility for any sums lost

or delayed in the course of payment by any such system or other means or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable by the Company in respect of the share may be paid as if he were a holder of the share and his address noted in the Register were his registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares.

- 25.6 The Company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed. In addition, the Company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or that means of payment has failed and reasonable enquiries have failed to establish any new address or account of the holder. Subject to the provisions of these Articles, the Company must recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the holder or person entitled by transmission requests that recommencement in writing.
- 25.7 All dividends or other sums payable on or in respect of any shares which remain unclaimed may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or other sum unclaimed after a period of 12 years from the date when it was declared or became due for payment shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend or other sum payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it.
- 25.8 Any shareholder resolution declaring a dividend may, upon the recommendation of the Board and with Ultimate Shareholder Consent, direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the Board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets to be distributed and may determine that cash shall be paid to any members on the basis of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the Board.
- 25.9 If the Company commences liquidation, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act divide among the members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and, for that purpose, set such values as he deems fair upon any property to be divided and determine how the division shall be carried out as between the members or different classes of members, or vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but no member shall be compelled to accept any shares or other assets upon which there is any liability.
- 25.10 Any person entitled to receive a dividend or other distribution from the Company in respect of any shares may waive their right to receive the same, in whole or in part, by written notice to

the Company. No such a waiver shall be effective in respect of any share held by more than one holder or to which more than one person is entitled unless it is signed by all of the holders of that share or persons so entitled, as the case may be.

## **26. CAPITALISATION OF PROFITS AND RESERVES**

### **26.1 The Board may, subject to Article 26.2:**

- (A) subject to this Article, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution;
- (B) appropriate the sum resolved to be capitalised to the holders of Ordinary Shares in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply that sum on their behalf either in or towards paying up the amounts, if any, unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those holders of Ordinary Shares or as the Board may direct, in those proportions, or partly in one way and partly in the other, but so that the share premium account, the capital redemption reserve and any profits or reserves which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (C) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as those shares remain partly paid, rank for dividend only to the extent that those partly paid shares rank for dividend;
- (D) make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of fractions to the Company rather than to the holders concerned) or by payment in cash or otherwise as the Board may determine in the case of shares or debentures becoming distributable in fractions;
- (E) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either (i) the allotment to them respectively, credited as fully paid, of any further shares or debentures to which they are entitled upon that capitalisation; or (ii) the payment up by the Company on behalf of those members in or towards settlement of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares; and so that any such agreement shall be binding on all those members; and
- (F) generally do all acts and things required to give effect to that resolution.

### **26.2 The Board only exercise any powers under Article 26.1 with and in accordance with the terms of an Ultimate Shareholder Consent.**

## **27. INFORMATION RIGHTS OF MEMBERS**

- 27.1 No member shall by virtue of that capacity have any right of inspecting any accounting record or other documents or records of the Company unless he is authorised to do so by statute, by order of the court, by the Board or by an ordinary resolution.
- 27.2 Nothing in Article 27.1 shall restrict the rights of the members or any of them to receive or have access to information under any provision of these Articles and/or the Act.

## **28. NOTICES**

- 28.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing or ((where that person has agreed or is deemed by the Act to have agreed) to communications being made to him in electronic form and (where permitted) has not withdrawn that agreement) shall be given in electronic form to an address for the time being notified (or deemed notified by a provision of the Act) for that purpose to the person giving the notice.
- 28.2 A notice or other document may be given by the Company to any member either personally or by sending it by post in a pre-paid envelope addressed to that member at his registered address or by leaving it at that address or (where permitted under Article 28.1) by giving it in electronic form to an address for the time being notified (or deemed notified by a provision of the Act) to the Company by the member, or by any other means authorised in writing by the member concerned.
- 28.3 A notice or other document may be given to the Company by sending it by post in a pre-paid envelope addressed to it at the Registered Office or by leaving it at that address or (where permitted by Article 28.1) by giving it in electronic form to an address for the time being notified by the Company specified or deemed agreed by the Company as provided in Part 3 of Schedule 5 of the Act.
- 28.4 In the case of joint holders of a share, all notices and documents shall be given to the person whose name stands first in the Register in respect of that share. Notice so given shall be sufficient notice to all the joint holders.
- 28.5 If a member (or, in the case of joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has given to the Company an address in the United Kingdom at which notices may be given to him or has an address to which notices may be sent in electronic form, he shall be entitled to have notices or documents given to him at that address. Otherwise no such member (including any such joint holder) shall be entitled to receive any notice or other document from the Company.
- 28.6 Any notice or other document to be given to a member may be given by reference to the Register as it stands at any time within the period of 21 days before the day that the notice is given. No change in the Register after that time shall invalidate the giving of that notice or document or require the Company to give that item to any other person.
- 28.7 If on three consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices.

- 28.8 If on three consecutive occasions notices or other documents have been sent in electronic form to an address for the time being notified (or deemed notified by a provision of the Act) to the Company by the member and the Company becomes aware that there has been a failure of transmission, the Company shall revert to giving notices and other documents to the member by post or by any other means authorised in writing by the member concerned. That member shall not be entitled to receive notices or other documents from the Company in electronic form until he shall have communicated with the Company and supplied in writing a new address to which notices or other documents may be sent in electronic form.
- 28.9 The Company may send or supply notices, documents or other information to members by making those notices, documents and other information available on a website subject to and provided in compliance with Schedule 5 of the Act.
- 28.10 A notice or other document addressed to a member at his registered address or address for giving notice in the United Kingdom shall be, if sent by post, deemed to have been given at the time 24 hours after posting if pre-paid as first class post and at the time 48 hours after posting if pre-paid as second class post. In proving that notice has been given it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, pre-paid and posted.
- 28.11 A notice or other document address to a member at an address to which notices may be sent using electronic communications shall be, if sent by electronic communications, deemed to have been given at the expiration of 24 hours after the time it was sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 28.12 A notice or document not sent by post but left at a registered address or address for giving notice in the United Kingdom shall be deemed to be given at the time it is left.
- 28.13 If by reason of the suspension or curtailment of postal services in the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, any such meeting may be convened by notice advertised once in at least one national newspaper published in the country in which the Company's registered office is located. The Company shall send a copy of the notice to members by post if at least seven clear days before the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable. Any notice given by advertisement in accordance with this Article shall be deemed to have been served at noon on the day on which the advertisement first appears.
- 28.14 A member present either in person or by proxy, or in the case of a corporate member by a duly authorised representative, at any meeting of the Company or of the holders of any class of shares shall be deemed to have received due notice of that meeting and, where required, of the purposes for which it was called.
- 28.15 A person who becomes entitled to a share by transfer, transmission or otherwise shall be bound by any notice in respect of that share (other than a notice given by the Company under section 793 of the Act) which, before his name is entered in the Register of Members, has been given to the person from whom he derives his title.
- 28.16 A notice or other document may be given by the Company to a transmittee by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any similar or equivalent description, at the address, if any, in the United Kingdom or to the address to which notices may be sent in electronic form supplied (or deemed supplied by a provision of the Act) for that purpose by the person claiming to be so

entitled. Until such an address has been supplied, a notice or other document may be given in any manner in which it might have been given if the event giving rise to the transmission had not occurred. The giving of notice in accordance with this Article shall be sufficient notice to all other persons interested in the share.

- 28.17 In this Article, "**address**", in relation to documents in electronic form, includes any number or address used for the supply of documents in electronic form.

## **29. INDEMNITY**

- 29.1 Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled:

(A) every present and former Director and other officer of the Company (not being its auditor) and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or alternate present and former Director save that no present and former Director or officer or alternate Director shall be entitled to be indemnified:

- (1) for any liability incurred by him to the Company or any associated company of the Company (as defined by section 256 of the Act);
- (2) for any fine imposed in criminal proceedings which have become final;
- (3) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (4) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
- (5) for any costs for which he has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
- (6) for any costs for which he has become liable in connection with any application under sections 661(3) or (4) or 1157 of the Act in which the court refuses to grant him relief and that refusal has become final.

(B) every present and former Director and other officer (not being its auditor) and alternate Director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or officer or alternate Director, provided that he will be obliged to repay those amounts no later than:

- (1) if he is convicted in proceedings, the date when the conviction becomes final;
- (2) if judgment is given against him in proceedings, the date when the judgment becomes final; or
- (3) if the court refuses to grant him relief on any application sections 661(3) or (4) or 1157 of the Act, the date when the refusal becomes final.

- 29.2 Every Director and alternate director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act) save that no Director or alternate director shall be entitled to be indemnified (i) for any fine imposed in criminal proceedings which have become final; or (ii) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; or (iii) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and that conviction has become final.
- 29.3 The Company may purchase and maintain for any Director, Secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust or which he may be guilty in relation to the Company.

### **30. BOARD OBSERVER RIGHTS**

- 30.1 Any shareholder holding over 10% of the issued ordinary share capital of the Company shall have the right to appoint a representative who shall be entitled to attend as an observer but not vote at each and any meeting of the Board and of each and any committee of the Board or any board of directors of any other Group Company.

### **31. DEFERRED SHARES**

- 31.1 Deferred Shares shall:

- (A) on a return of capital on winding up or otherwise, entitle their holders only to the repayment of the amounts paid up or credited as paid up on those shares after payment in respect of each ordinary share of the amount paid up on that share and £10,000,000;
- (B) not otherwise entitle their holders to receive or participate in any way in any profits or assets of the Company;
- (C) not entitle their holders to participate in any pre-emptive offer of shares or Subscription Rights for subscription or purchase; and
- (D) not entitle their holders to receive notice of or to attend or vote at any general meeting of the Company.

- 31.2 The Company may at any time appoint any person to execute on behalf of the holders of any Deferred Shares a transfer of them (and/or an agreement to transfer the same) to such person as the Company may determine as custodian thereof and/or to purchase them (in accordance with the provision of the Act) in any such case for a price not more than an aggregate sum of 1p for all the Deferred Shares without obtaining the sanction of their holder or holders and pending their transfer and/or purchase to retain the certificate for those Deferred Shares.

- 31.3 The Company may at any time after the creation of any Deferred Shares and to the extent permitted under the Act redeem all or any of the Deferred Shares then in issue, at an aggregate price not exceeding 1p for all the Deferred Shares redeemed, with the recipient of such sum being determined by the Company, upon giving the registered holders of those shares notice in writing of its intention so to do, fixing a time and place for the redemption.

## THE SCHEDULE

### (Definitions and Interpretation)

1. The regulations contained in Table A as prescribed under the Companies Act 1985, or in any equivalent table prescribed under any former enactment, or any relevant model articles prescribed in accordance with section 20 of the Act, do not apply to the Company.
2. In these Articles of Association (including this Schedule) (the "**Articles**") unless the context otherwise requires:

**"Act"** means the Companies Act 2006

**"Adoption Date"** means the date of the passing of the resolution adopting these Articles

**"associated company"** means, in relation to a company, a subsidiary or subsidiary undertaking or holding company for the time being of that company or a subsidiary or subsidiary undertaking for the time being of such a holding company

**"Auditors"** means the auditors for the time being of the Company

**"the Board"** means the board of Directors for the time being of the Company or any duly constituted and authorised committee of that board

**"business day"** means a day (not being a Saturday or Sunday) on which banks generally are open for business in London

**"Business Plan"** means any long term and/or annual business plan or budget approved by the Board with Ultimate Shareholder Consent from time to time

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

**"Conflict Situation"** means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity)

**"Deed of Agreement"** means a deed of agreement dated 5 February 2018 between, amongst others, the Ultimate Shareholder and the Company

**"Director"** means a director as appointed to the Board of the Company from time to time

**"Exit"** has the meaning given to it in article 5.1(G)

**"Group"** means the Company, its subsidiaries, its parent and each of its parent's subsidiaries from time to time

**"Group Company"** means any entity which is a member of the Group

**"Group Reorganisation"** means any arrangement (by scheme of arrangement, share exchange, under section 110 of the Insolvency Act 1986 or otherwise) under which the shares in the Company are acquired by a new body corporate in terms that the shareholders of the

body corporate and their respective shareholdings and percentage equity interests in that new body corporate after that acquisition are the same or substantially the same as they were immediately prior to that acquisition, disregarding any changes in such shareholdings consequent on the exercise of options and similar entitlements under employee and similar share incentive arrangements operated by the Group or any of its members at the time of the acquisition

**"Listing"** means the effective admission of any part of the equity share capital of the Company to the Official List of the UK Listing Authority and trading on The London Stock Exchange or the grant of effective permission by The London Stock Exchange for dealings to take place in the same on AIM or the commencement of dealings in that share capital on any other recognised investment exchange (as defined in Part XVIII of the Financial Services and Markets Act 2000) (whichever is the earlier)

**"Majority"** means as regards members of a class or classes of shares, a majority by reference to the number of shares of that class or classes held and not by reference to the number of members holding shares of that class or classes

**"MIP"** means the interim management incentive scheme between the Directors (and others) and the Company dated on or around 20 February 2016, and such tax efficient equity share scheme as is agreed and adopted from time to time in replacement and to the exclusion of such interim scheme

**"Ordinary Shares"** means Ordinary Shares of £0.01 each in the capital of the Company

**"Permitted Option"** means any Subscription Right granted after the Adoption Date with Ultimate Shareholder Consent

**"Register"** means the register of members of the Company required to be maintained by the Companies Acts

**"Registered Office"** means the registered office of the Company for the time being

**"Remuneration Committee"** means the committee of the Board constituted for the purpose of determining the remuneration of the Directors in accordance with the terms of the Remuneration Committee Terms of Reference as adopted from time to time

**"Sale"** means the sale or transfer of any shares constituting at least ninety per cent of the issued equity share capital of the Company to a single purchaser or to one or more purchasers as part of a single transaction, or the acquisition (whether or not as part of a single transaction) of shares constituting such an interest by any person or group of persons who are connected persons of each other or who are acting in concert and who did not previously hold such an interest but excluding, unless otherwise agreed by Ultimate Shareholder Consent any sale or transfer of shares or interest in them as part of a Group Reorganisation

**"Secretary"** means any secretary for the time being of the Company

**"Shareholder Majority"** means the holders of a Majority of the entire issued share capital of the Company

**"shareholder resolution"** means any resolution passed by shareholders entitled to vote thereon and which is effective for the purposes of the Act and these Articles

**"Subscription Rights"** means any rights (whether under options, warrants, on conversion of any indebtedness or otherwise) to call for the allotment or issue of shares in the Company

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

**"Ultimate Shareholder"** means LSREF III Shearings Senior Investments DAC, a company incorporated and registered in Ireland with company number 617579 whose registered office is at Sixth Floor Fitzwilliam Court, Leeson Close, Dublin 2

**"Ultimate Shareholder Consent"** means the consent of the Ultimate Shareholder granted in accordance with the provisions of the Deed of Agreement.

3. In these Articles references to:

- (A) **"attorney"** shall include separately and in addition "agent" or "agency" as the context may admit and also shall be deemed to include (unless the context otherwise admits) a power for the attorney or agent to delegate his authority as he shall see fit;
- (B) **"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;
- (C) **"electronic form"** and **"hard copy form"** have the meanings respectively given in section 1168 of the Act;
- (D) a document being **"executed"** include references to its being executed under hand or under seal or as a deed or by any other method and **"execution"** shall be construed accordingly;
- (E) an **"instrument"** means a document in hard copy form; and
- (F) **"writing"** or **"written"** 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.
- (G) **"ordinary resolution"** and **"special resolution"** shall have the meanings respectively given in section 283 of the Act;
- (H) **"subsidiary"** and **"subsidiary undertaking"** shall have the meaning given in sections 1159 and 1162 of the Act, as read in conjunction with section 1161 of that Act; and
- (I) **"dormant subsidiary"** of the Company are references to any subsidiary of the Company which at the relevant time is dormant for the purposes of section 480 (1)(a) or (b) of the Act.

- 4. In these Articles words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include any individual, firm, partnership, unincorporated association, company, corporation or other body corporate.
- 5. Except where expressly stated references in these Articles to any provision of any enactment or of any subordinate legislation (as defined by Section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.
- 6. For the purposes of these Articles a person will be "insolvent" or "bankrupt" if at the time in question (i) any expropriation, attachment, sequestration, distress or execution affects any material asset or assets of that person and has not been discharged; or (ii) the person is unable or admits inability to pay his or its debts as they fall due, suspends making payments on any

of his or its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with or has arrangements in force with one or more of his or its creditors with a view to rescheduling any of its indebtedness or (iii) any resolution to wind-up, administration application or notice of an intention to, or a notice to, appoint an administrator or receiver is outstanding in relation that person or a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer has been appointed in respect of that person or any of its material assets or (iv) any analogous procedure or step is taken in any jurisdiction and is still outstanding. For these purposes materiality shall be as reasonably determined by the Board.

7. For the purposes of these Articles a person will be suffering from a "mental disorder" if an order is made by any court of competent jurisdiction on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any legislation relating to mental health.
8. References in these Articles to a "connected person" of any person and "control" shall mean any connected person of that person and control for the purposes of sections 993 to 995 (inclusive) of the Income Tax Act 2007 as in force on the Adoption Date and references to "acting in concert" shall be construed in accordance with the City Code on Take-overs and Mergers published by the Panel on Take-overs and Mergers as in force on the Adoption Date.
9. Unless the context otherwise requires, references in these Articles to (i) a "share" are to a share in the capital of the Company and (ii) a "member" or "holder" in relation to a share are to the person(s) whose name(s) are entered in the register of members of the Company as the holder of that share and references to a "shareholder" shall be construed accordingly.
10. Where a holder of Ordinary Shares is a limited partnership or a nominee on behalf of a limited partnership, the consent or direction of the general partner for the time being of that partnership or of the investment manager for the time being of such a partnership shall be a good and sufficient consent or direction on its behalf for the purposes of these Articles.
11. References to the amount "paid up" on a share shall include (without prejudice to section 583 of the Act) all amounts credited as paid up on the share including any premium and "fully paid" means, in relation to a share, that the nominal value and any premium to be paid to the Company (or as it shall direct) in respect of that share have been so paid.
12. The headings in these Articles are inserted for convenience only and shall not affect their construction.