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COMPANIES HOUSE

Company number 05690012

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

MSL Oilfield Services Ltd (the Company)

Circulation date 15th October 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions

SPECIAL RESOLUTIONS

- 1 THAT the 408 ordinary shares of £1 each in the capital of the Company held by Paolo Lauretti be and are hereby redesignated as 408 A ordinary shares of £1 each in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution 2
- 2 THAT the draft regulations attached to these written resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

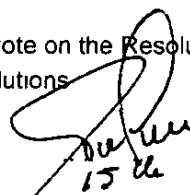
AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolutions set out in it (**Resolutions**)

The undersigned, being the shareholders entitled to vote on the Resolutions on 15/10 2016, hereby irrevocably agree to the Resolutions

Signed by Paolo Lauretti

Date


15th October 2016

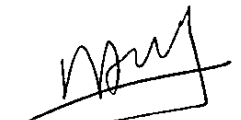
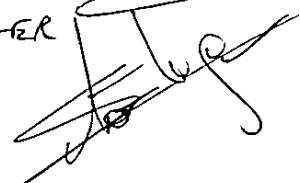
Director for and on behalf of Citran Grey SAC SA.

Name

Date 17 October 2016

NAKIE-ALETH HENDESSI

DIDIER SCHÖNBERGER





1

Director for and on behalf of MSL Group
Holdings Limited

Name

Date


MARTIN CLARK
15th October 2016

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

By Hand delivering the signed copy to MSL Oilfield Services Ltd, Unit 8 Millbrook Close, Chancellors Ford, SO%£ 4BZ, or

Post returning the signed copy by post to MSL Oilfield Services Ltd, Unit 8 Millbrook Close, Chancellors Ford, SO%£ 4BZ
- 2 You may not return the Resolutions to the Company by any other method
- 3 If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 4 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 5 Unless, within 28 days of the circulation date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 6 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 7 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company No' 05690012

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

- of -

MSL Oilfield Services Limited (the "Company")

(Adopted by Special Resolution passed on 15th October 2016)

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

NEW ARTICLES OF ASSOCIATION

- of -

MSL Oilfield Services Limited

PART 1

Interpretation and Limitation of Liability

1 DEFINED TERMS

1 1 In the articles, unless the context requires otherwise -

“Act” means the Companies Act 2006,

“Accountants” means the accountants or auditors of the Company for the time being or, if the accounts or auditors are unable or unwilling to act in connection with the reference in question, a chartered accountant nominated by the Board and engaged on such terms as the Board (acting as agent for the Company and each Seller) shall, in their absolute discretion, see fit,

“A Ordinary Shares” means the A ordinary shares of £1 00 each in the capital of the Company,

“Articles” means the Company's articles of association,

“Associate” means a Family Member or trustee of a Family Trust,

“Bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

“Board” means the board of Directors,

“Business Days” means any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which the banks are generally open for business in the city of London for the transaction of normal sterling banking business,

“Chairman” means the director appointed by the Ordinary Shareholder Majority,

“Change of Control” means where a person (including a body corporate) who has Control of any undertaking ceases to do so if another person acquires Control of it,

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

"Connected" has, in relation to a person, the meaning given in section 1122 of the Corporation Tax Act 2010

"Control" means the ability to direct the affairs of another whether by the ownership of at least fifty (50%) of the voting rights exercisable at general meetings, or by contract or otherwise,

"Controlling Interest" means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 840 of the Income and Corporation Taxes Act 1988,

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

"Distribution Recipient" has the meaning given in article 32,

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

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

"Encumbrances" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, title retention or any other security agreement or arrangement,

"Equity Securities" shall have the meaning given in section 560(1) of the Act,

"Family Member" means son or daughter or wife or husband or brother or sister of such shareholder,

"Family Trust" means a trust established by a Shareholder (being an individual) which only permits such Shareholder and/or his Family Members to be beneficiaries,

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

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

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

"Insolvency Event" means when the Shareholder in question (being a body corporate)

- (a) ceases or threatens to cease to carry on its business or any material part thereof, or
- (b) voluntarily or involuntarily suspends or discontinues its business, liquidates or sells its assets or a substantial part thereof, makes an assignment for the benefit of its creditors,

becomes, or admits in writing that it is unable to pay its debts as they mature or becomes insolvent, or

- (c) is the subject of any reorganisation, moratorium, insolvency or similar proceedings for the relief of financially distressed debtors instituted by or against such Shareholder, or
- (d) has a receiver, liquidator or other third party appointed over any of its assets or business, or
- (e) is the subject of winding-up, dissolution or liquidation (judicial or non-judicial) proceedings initiated by such Shareholder,

or any event occurs or proceeding is taken, with respect to such Shareholder in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above,

"instrument" means a document in hard copy form,

"Listing" means the successful application and admission of all or any of the Shares, or securities representing such Shares to

- (a) the Official List of the UK Listing Authority and the grant of permission for the same to be traded on the Main Market of the London Stock Exchange plc,
- (b) trading on the AIM market operated by the London Stock Exchange plc, or
- (c) any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000),

"Market Value" means the value of the entire issued share capital of the Company divided by the number of Shares in issue, valuing the entire issued share capital of the Company on the basis of an arm's-length sale between a willing seller and a willing buyer using, inter alia, the following assumptions:

- (a) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so and that no clients or suppliers of the Company will cease dealing with it as a result of the sale, save where any such person or entity has already ceased to deal with the Company as a consequence of a Seller or Relevant Shareholder (as the case may be) leaving the Company,
- (b) that the then current directors and staff (other than the Seller or Relevant Shareholder) will remain employed by the Company on their then current terms,
- (c) that all the Shares are capable of being transferred without restriction or Encumbrances,

- (d) that all Shareholders are willing vendors and would join in giving customary warranties and indemnities, subject to all relevant disclosures,
- (e) that the sale is taking place on the day of the Transfer Notice, and
- (f) disregard the class of Shares,

and no such premium or discount shall be attributable to the percentage of the issued share capital of the Company which the Shares in question represent,

"Ordinary Resolution" has the meaning given in section 282 of the Companies Act 2006,

"Ordinary Shareholder Majority" means the shareholder holding the majority of the Ordinary Shares,

"Ordinary Shares" means the ordinary shares of £1 00 each in the capital of the Company,

"paid" means paid or credited as paid,

"Participate", in relation to a directors' meeting, has the meaning given in article 11,

"Permitted Transferee" means a person to whom Shares are transferred pursuant to Article 26,

"Proposed Price" has the meaning given in Article 28 1 2(e),

"Proxy Notice" has the meaning given in article 45,

"Sale" means the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest,

"Shareholder" means a person who is the holder of a Share,

"Shares" means the shares in the capital of the company of whatever class,

"Special Resolution" has the meaning given in section 283 of the Companies Act 2006,

"Transfer Notice" has the meaning set out in Article 28 1 1

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

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

1 2 In these Articles, reference to a Subsidiary or Holding Company is to be construed in accordance with section 1159 of the Act

- 1 3 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an Article is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 LIABILITY OF MEMBERS

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

PART 2

Directors

Directors' Powers and Responsibilities

3 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the Company's business for which purpose they may exercise all the powers of the Company. In particular and without prejudice to the generality of those powers the Directors may, subject to any agreement prevailing to the contrary, exercise all of the powers of the company to borrow and raise money and to mortgage and charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

- 3 1 The Shareholders may by Ordinary Resolution, direct the Directors to take, or refrain from taking, specified action
- 3 2 No such Ordinary Resolution invalidates anything which the Directors have done before the passing of the resolution

4 DIRECTORS MAY DELEGATE

- 4 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles -
- 4 1 1 to such person or committee,

- 4 1 2 by such means (including by power of attorney),
- 4 1 3 to such an extent,
- 4 1 4 in relation to such matters or territories, and
- 4 1 5 on such terms and conditions as they think fit
- 4 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 4 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions
- 4 4 The Directors at the date of adoption of these Articles of Association are Martin Clark, Paolo Lauretti and Philippe Montenay Unless otherwise determined by Special Resolution of the Company the number of Directors shall be three
- 5 **COMMITTEES**
- 5 1 Committees to which the Directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of the Articles which govern the taking of decisions by Directors
- 5 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

6 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

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 7

7 UNANIMOUS DECISIONS AND MEETINGS

- 7 1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 7 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing
- 7 3 References in this article to "Eligible Directors" are to Directors (or their alternates) who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting
- 7 4 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting
- 7 5

- 7 5 1 The Board, or committee of the Board, may hold meetings (where one or more persons are not physically in the same place at the same time) by Skype, or by telephone, or by conference telephone connection(s) or by a series of telephone conversations, or by any other means ("audible means") involving one or a series of audible communications, including by electronic, fibre optic, satellite, terrestrial or other means, with or without visual communication. The views of the board, or a committee of the board, as ascertained by any such means shall constitute a meeting and the persons involved in the communications concerned shall be recorded by the secretary as present and treated as present for all purposes. Voting on any decision or resolution may be communicated to the secretary (or Chairman in absence of a secretary) and shall be treated as votes in favour of or against or abstaining from a particular resolution where transmitted by any electronic means or communicated by audible means. A resolution passed at any meeting held in this manner and signed by the Chairman shall be as valid and effectual as if it had been passed at a meeting of the Board (or, as the case may be, of that committee) at which those present were in the same place at the same time.
- 7 5 2 A person in communication by audible means with the Chairman or with other parties to a meeting of the Directors or of a committee of the Directors shall be regarded for all purposes as personally attending such a meeting but only for so long as at such a meeting he has the ability to communicate interactively with other parties attending the meeting including directly or indirectly all persons attending by audible means.
- 7 5 3 A meeting at which one or more of the Directors attends by audible means is deemed to be held at such place as the Directors at the said meeting (or failing that as the chairman of the meeting shall resolve and at the time in that place. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a majority of the Directors attending the meeting are physically present and at the time in that place, or in default of such a majority, the place at which the chairman of the meeting is physically present. The declaration of the Chairman as to those present (including for the purposes of forming a quorum) shall, in the absence of manifest evidence to the contrary, not be called in question by any person.
- 7 5 4 In this Article "electronic" means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "by electronic means" means any manner capable of being so actuated.

8 – CALLING A DIRECTORS' MEETING

- 8 1 Any Director may call a Directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 8 2 Notice of any Directors' meeting must indicate -
- 8 2 1 its proposed date and time,
- 8 2 2 where it is to take place, and

8 2 3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

8 3 Notice of a Directors' meeting must be given to each Director, but need not be in writing

8 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting or of any business conduct

8 5 Notice of a meeting of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting No business which is not within the direct scope of the agenda will be put to the vote at such meeting unless the Chairman otherwise agrees

9 PARTICIPATION IN DIRECTORS' MEETINGS

9 1 Subject to the Articles, Directors participate in a Directors' meeting or part of a Directors' meeting, when -

9 1 1 the meeting has been called and takes place in accordance with the Articles, and

9 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

9 2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other

9 3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

10 QUORUM FOR DIRECTORS' MEETINGS

10 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

10 2 Subject to article 12 7, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is three, in either case one must be the Chairman

10 3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision - _ _ _ _ _

10 3 1 to appoint further Directors, or

10 3 2 to call a general meeting so as to enable the Shareholders to appoint further Directors, or

10 3 3 to pass transfers in accordance with these Articles

11 CHAIRING OF DIRECTORS' MEETINGS

The Chairman shall have such number of votes at Board level in order to pass or defeat such resolution presented at the Board meeting

12 CONFLICTS OF INTEREST

12 1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, the Director is not to be counted as participating in the decision-making process for quorum or voting purposes

12 2 But if article 12 3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes

12 3 This article applies when -

12 3 1 the Company by Ordinary Resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process,

12 3 2 the Director's interest cannot reasonably be regarded in the opinion of the Chairman as likely to give rise to a conflict of interest or breach of his duty under section 175 of the Act to avoid conflicts, or

12 3 3 the Director's conflict of interest arises from a permitted cause

12 4 For the purposes of this article, the following are permitted causes -

12 4 1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its Subsidiaries,

12 4 2 subscription, or an agreement to subscribe, for Shares or other securities of the Company or any of its Subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such Shares or securities, and

12 4 3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its Subsidiaries which do not provide special benefits for Directors or former Directors

12 5 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting

12 6 Subject to article 12 7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman, whose ruling in relation to any Director other than the Chairman is to be final and conclusive

12 7 If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be directed by a decision of the Directors

at the meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

12 8 Notwithstanding the foregoing provisions for this article, subject to Chapter 2 of Part 10 of the Act, a Director who pursuant to Section 177 of the Act has declared at a meeting of the Directors the nature of his interest or that of any connected person (as defined by Section 252 of the Act) in a contract, proposed contract, transaction, arrangement (all of which matters whether constituting a contract or not are referred to in this article as "arrangements") with the Company notwithstanding his office -

12 8 1 may be a party to or otherwise interested in any such arrangement with the Company or in which the Company is in any way interested,

12 8 2 may be a Director or other officer of or employed by or be a party to any such arrangement with or otherwise interested in any body corporate promoting the Company or promoted by the Company or in which the Company is in any way interested,

12 8 3 may (and any firm or company of which he is a partner or member or director may) act in a professional or business capacity for the Company or any body corporate in which the Company is in any way interested,

12 8 4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such arrangement or from any interest in any such body corporate and no such arrangement shall be liable to be avoided on the ground of any such interest or benefit, and

12 8 5 shall be entitled to vote and be counted in the quorum on any matter concerning the foregoing articles

For the purposes of this article 12 8 and provided that nothing herein shall prejudice the operation of sections 186, 190 or 217 of the Act -

(a) A general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,

(b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his,

(c) an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the Director, and

(d) a transaction or arrangement of the kind described in Section 197 of the Act, made by the Company with a Director or a connected person shall, if it

would not otherwise be so treated and whether or to prohibited by that section), be treated as a transaction or arrangement in which that Director is interested

- 12 9 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he receives as Director or other officer or employee of the Subsidiaries or any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a conflict which has been authorised by the Company by Ordinary Resolution (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

13 RECORDS OF DECISIONS TO BE KEPT

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

14 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

15 METHODS OF APPOINTING DIRECTORS

- 15 1 Subject to Article 15 4 and 15 5, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director -

15 1 1 by Ordinary Resolution, or

15 1 2 by a decision of the Directors

- 15 2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director

- 15 3 For the purposes of article 15 2 where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder

- 15 4 The Ordinary Shareholder Majority has the right to appoint any person as Director and to remove from office any person so appointed and to appoint another person in his place

- 15 5 Any replacement appointed in accordance with article 15 4 shall be subject to approval by the Board, such approval not to be unreasonably withheld or delayed Any such appointment or removal shall be by notice in writing to the Company

16 TERMINATION OF DIRECTOR'S APPOINTMENT

16 1 A person ceases to be a Director as soon as -

16 1 1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,

16 1 2 a Bankruptcy order is made against that person,

16 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

16 1 4 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms,

16 1 5 subject to the provisions of the Act, he is removed from office by Ordinary Resolution

17 DIRECTORS' REMUNERATION

17 1 Directors may undertake any services for the Company that the Directors decide

17 2 Directors are entitled to such remuneration as the Directors determine -

17 2 1 for their services to the Company as Directors, and

17 2 2 for any other service which they undertake for the Company

17 3 Subject to the Articles, a Director's remuneration may -

17 3 1 take any form, and

17 3 2 include any arrangements in connection with the payment of pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

17 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day, but until so decided no Directors' remuneration shall be paid or accrued other than to one who is an employee for his salary

17 5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Subsidiaries or of any other body corporate in which the Company is interested

18 DIRECTORS' EXPENSES

18 1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance of -

18 1 1 meetings of Directors or committees of Directors,

- 18 1 2 general meetings of the Shareholders, or
- 18 1 3 separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

PART 3

Shares and Distributions

19 SHARES

19 1 The rights attaching to the respective classes of Shares shall be as follows

19 1 1 as regards capital, on a return of assets on liquidation, reduction of capital, Sale or Listing or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied to and be distributed amongst the holders of the A Ordinary Shares and the Ordinary Shares *pari passu* as if they were one class of shares in proportion to the amounts of Shares respectively held by them,

19 1 2 as regards voting

- (a) the A Ordinary Shares shall confer no right to vote, and
- (b) the Ordinary Shares shall rank *pari passu* in respect of voting rights,

19 1 3 as regards dividends -

- (a) the A Ordinary Shares shall not confer upon the members a right to receive a dividend,
- (b) the Directors shall be entitled to declare dividends on the Ordinary Shares and if a dividend is declared then the total dividend shall be distributed amongst and shall be paid to the Shareholders within that class *pari passu* in proportion to the paid up nominal amounts on the class of Shares respectively held by them

20 ALL SHARES TO BE FULLY PAID UP

Unless the Directors shall so resolve in any particular case, no Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue

21 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

21 1 Subject to the Articles, or authorised from time to time by an Ordinary Resolution of members, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares

- 21 2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares
- 21 3 Subject to the remaining provisions of this Article 23, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to
- 21 3 1 offer or allot,
- 21 3 2 grant rights to subscribe for or to convert any security into, and
- 21 3 3 otherwise deal in, or dispose of, any relevant securities, at any time and subject to any terms and conditions as the directors think proper
- 21 4 The authority referred to in Article 21 1 and 21 2
- 21 4 1 is subject to the provisions of Article 22,
- 21 4 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by Ordinary Resolution, and
- 21 4 3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority, and the Directors may allot relevant securities
- 21 5 Unless the terms of issue or rights attaching to any different class of share so provides whenever the capital of the Company is divided into different classes of shares the rights attached to any class may (but not so as to affect the rights adversely of any other class without the consent in writing of the holders of three-quarters of the issued shares of that other class) be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent (in writing or in a separate meeting of the holders of the Shares of that class) of the holders of three-quarters of the issued Shares of that class, but not otherwise To every separate meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one third in nominal amount of the issued Shares of the class (save that a quorum for the purposes of such separate general meeting shall, in the event of there being only one member holding Shares of the class concerned, be the one person holding or representing Shares of that class) and that the holders of Shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively

22 ISSUE OF SHARES – PRE-EMPTION RIGHTS

- 22 1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company
- 22 2 If the Company proposes to allot any Equity Securities, those Equity Securities shall not be allotted to any person unless the Company has first offered them to the holders of the

Shares on the date of the offer on the same terms, and at the same price, as those Equity Securities are being offered to other persons on a pari passu and pro-rata basis to the number of Equity Securities held by those holders (as nearly as possible without involving fractions) The offer

22 2 1 shall be in writing, (made in hard copy or electronic form) shall be open for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant Equity Securities, and

22 2 2 shall stipulate that any member who wishes to subscribe for a number of Equity Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Equity Securities (**Excess Securities**) for which he wishes to subscribe

22 3 Any Equity Securities not accepted by the holders of the Shares pursuant to the offer made to them in accordance with Article 22 2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 22 2 2 If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro-rata to the number of Shares held by the applicants immediately before the offer was made to members in accordance with Article 22 2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for him) After that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders

22 4 Subject to Articles 22 2 and 22 3 and to section 551 of the Act, any Equity Securities shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper

22 5 No shares shall be allotted to any employee, Director, prospective employee or prospective director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003

22 6 On the allotment of any Shares as permitted by these Articles any Share allotted to an existing Shareholder shall automatically be redesignated on allotment as a share of the same class as those Shares already held by the existing shareholder

23 **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it

24 **SHARE CERTIFICATES**

24 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that Shareholder holds

24 2 Every certificate must specify -

24 2 1 in respect of how many Shares, of what class, it is issued,

24 2 2 the nominal value of those Shares,

24 2 3 that the Shares are Fully Paid, and

24 2 4 any distinguishing numbers assigned to them

24 3 No certificate may be issued in respect of Shares of more than one class

24 4 If more than one person holds a Share, only one certificate may be issued in respect of it

24 5 Certificates must -

24 5 1 have affixed to them the Company's common seal, or

24 5 2 be otherwise executed in accordance with the Act

25 **REPLACEMENT SHARE CERTIFICATES**

25 1 If a certificate issued in respect of a Shareholder's Shares is -

25 1 1 damaged or defaced, or

25 1 2 said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares

25 2 A Shareholder exercising the right to be issued with such a replacement certificate -

25 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

25 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and

25 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

26 **SHARE TRANSFERS**

26 1 For the purposes of Article 26 and 28 any reference to a transfer of Shares includes a disposition of any interest in any Share (or the income or capital or other rights thereto) whether legal, beneficial or otherwise, including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover, and whether or not for consideration or by written disposition or otherwise

26 2 No Share shall be transferred, and the Directors shall not register any transfer of Shares, other than in accordance with these Articles and any transfer or purported transfer of any Share made otherwise than in accordance with these Articles shall be void and of no effect whatsoever Paragraph 26 of the Model Articles shall be modified accordingly

- 26 3 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
- 26 4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- 26 5 The Company may retain any instrument of transfer which is registered
- 26 6 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it. The Directors may in their absolute discretion, refuse to register a transfer of shares to an infant, bankrupt or person in respect of whom, by reason of that person's mental health, a court has made an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have. Paragraph 26(5) of the Model Articles shall be modified accordingly
- 26 7 Notwithstanding the foregoing provisions of this Article 26 the Directors shall permit such transfers as they consider fall within the following classes of permitted transfers -
- 26 7 1 any transfer of Shares by any Shareholder to an Associate,
- 26 7 2 any transfer of Shares by trustees of a Family Trust in their capacity as such on a change of trustees to the new trustees of that Family Trust, or
- 26 7 3 any transfer of Shares by trustees of a Family Trust in their capacity as trustees of that Family Trust to a person who has an immediate beneficial interest under the trust,
- 26 7 4 in the case of a Shareholders being a Holding Company to a transfer to its Subsidiary or by a Shareholder being a Subsidiary to its Holding Company or any other Subsidiary of that company,
- 26 7 5 any transfer of Shares pursuant to an offer made in accordance with Article 29 (*Drag Along*)
- 26 8 If a Family Trust as constituted whose assets include Shares ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and give a Transfer Notice in respect of those Shares and the provisions of Article 28 shall apply except that the only person entitled to acquire the Shares subject to the Transfer Notice will be the Shareholder who transferred the Shares to the relevant Family Trust if he is still a Shareholder at the date of such Transfer Notice (unless he agrees otherwise in writing). If the trustees fail to so notify the Company or to give a Transfer Notice, they shall forthwith be deemed to have served the Company with a Transfer Notice in respect of those Shares
- 26 9 If a person to whom Shares have been transferred pursuant to Article 26 7 1 shall cease to be an Associate, such person shall be bound, if and when required in writing by the Directors, to give a Transfer Notice in respect of the Shares concerned and the provisions of Article 28 shall apply except that the only person entitled to acquire the Shares subject to the Transfer Notice will be the Shareholder who transferred the Shares to the relevant Associate if he is still a Shareholder at the date of such Transfer Notice (unless he agrees otherwise in writing)

- 26 10 If a company whom Shares have been transferred pursuant to Article 26 7 4 shall cease to be a Holding Company or Subsidiary, such company shall be bound if and when required in writing by the Directors, to give a Transfer Notice in respect of the Shares concerned and the provisions of Article 28 shall apply except that the only person entitled to acquire the Shares subject to the Transfer Notice will be the Shareholder who transferred the Shares to the relevant Holding Company or Subsidiary if it is still a Shareholder at the date of such Transfer Notice (unless he agrees otherwise in writing)
- 26 11 No Shares may be transferred under this Article 26 7 if they are the subject of a Transfer Notice given pursuant to Article 28 1 1 or deemed to be given pursuant to Article 27
- 26 12 Any transfer of Shares pursuant to Article 26 7 shall require the Associate, Family Trust or relevant Holding Company or Subsidiary to execute a deed of adherence (under which he undertakes to adhere to and be bound by the provisions of a shareholders agreement (if any) as if he were an original party to it) as a condition of such transfer
- 26 13 The Shareholders may, if they all think fit, agree in writing to waive the provisions of these Articles in any particular case.
- 26 14 The Board may from time to time require any Shareholders (or the personal representative of any deceased Shareholder) to furnish to the Company such information and evidence as the Board may think including the name, address and details of the interest in the relevant shares of any person having an interest in the Shares from time to time registered in the name of such Shareholder
- 26 15 On the transfer of any Shares as permitted by these Articles any Share transferred to an existing Shareholder shall automatically be redesignated on transfer as a share of the same class as those Shares already held by the existing shareholder

27 **COMPULSORY TRANSFERS**

- 27 1 In this Article 27 each of the following shall be deemed to be a **Mandatory Transfer Event** in relation to the Shareholder concerned (**Relevant Shareholder**) -
- 27 1 1 that Shareholder transfers, attempts to transfer or agrees to transfer Shares otherwise than in accordance with these Articles,
- 27 1 2 that Shareholder dies,
- 27 1 3 the Shareholder (being a body corporate) undergoes a Change of Control,
- 27 1 4 the Shareholder (being a body corporate) suffers an Insolvency Event,
- 27 1 5 a bankruptcy order is made against that Shareholders or that Shareholder is declared bankrupt by any court of competent jurisdiction, that Shareholder making an offer to make any arrangement or composition with his creditors generally or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of all or any part of the business and assets of that Shareholder

27 2 In the event of a Mandatory Transfer Event happening in respect of a Relevant Shareholder a Transfer Notice shall be deemed to have been given by that Relevant Shareholder in respect of all of the Shares then registered in his name and in the name of any Associates, Family Trusts, Holding Company or Subsidiary of the Relevant Shareholder (the **Relevant Shares**)

27 3 The Relevant Shares shall be offered for sale in accordance with the provisions of Article 28 (*Pre-emption on Transfer*) as if the Relevant Shares were Sale Shares, but the Transfer Notice is deemed to contain a provision, binding on the Company, that unless all the Relevant Shares comprised in it are sold none are to be sold, and a deemed Transfer Notice shall be irrevocable

27 4 Once a Transfer Notice is deemed to have been given by virtue of this Article 27, all prior outstanding Transfer Notices in respect of the Relevant Shares (or any of them) shall be immediately cancelled and no further Transfer Notices may be served in respect of any of the Relevant Shares until the Company has notified the Seller that not all of the Sale Shares have been sold in accordance with the provisions of Article 28

28 **PRE-EMPTION ON TRANSFER**

28 1 Transfer Notice

28 1 1 Subject to Article 27 (*Compulsory Transfers*), Article 26 (*Share Transfers*) and Article 29 (*Drag Along*) any Shareholder (a **Seller**) who wishes to transfer any Share shall, before transferring or agreeing to transfer such Share or interest therein, give notice in writing thereof (a **Transfer Notice**) to the Company,

28 1 2 A Transfer Notice shall

- (a) not be revoked without the consent of the Board,
- (b) relate to one class of Share only,
- (c) specify the number and class of Share which the Seller wishes to transfer (the **Sale Shares**),
- (d) specify the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares,
- (e) specify the price per Share at which the Seller wishes to transfer the Sale Shares (the **Proposed Price**),
- (f) state if the Transfer Notice is conditional that unless all of the Sale Shares being sold pursuant to this Article 28 then none are sold (**Total Transfer Condition**), and
- (g) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this Article 28

28 2 Transfer Price

28 2 1 The Sale Shares will be offered for sale in accordance with this Article 28 at the following price (the **Transfer Price**)

- (a) subject to the consent of the Board, the Proposed Price, or
- (b) such other price as may be agreed between the Seller and the Board within 10 Business Days of the date of service (or deemed service) of the Transfer Notice, or
- (c) if no price is agreed pursuant to clause 28 2 1b) within the period specified therein whichever is the lower of (i) the Proposed Price and (ii) the Market Value

28 2 2 If the Seller and the Board are unable to agree on the Transfer Price in accordance with Article 28 2 1b) or in accordance with Article 28 2 1c), the Board shall forthwith instruct the Accountants to determine and certify the Market Value of each Sale Share

28 2 3 The decision of the Accountants (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Seller, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Market Value shall, subject to Article 28 2 4 be borne as directed by the Accountants (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company

28 2 4 Where either

- (a) the Seller revokes the Transfer Notice in accordance with Article 28 2 5, or
- (b) in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Market Value is less than the price proposed by the Board to the Seller not less than five business days prior to receipt of the Accountants' report by the Company,

then the Accountants' fees shall be borne wholly by the Seller

28 2 5 Where the Market Value is less than the Proposed Price the Seller may, by notice in writing served on the Company within five Business Days of the date on which the notification of the Market Value was first served on the Seller by the Company or the Accountants, revoke any Transfer Notice which was not stated to be, or which is not deemed by virtue of any provision of these Articles to be, irrevocable

28 3 Offer Notice

28 3 1 Within ten Business Days of the Transfer Price being agreed or determined in accordance with these Articles then the Board shall serve a notice (an **Offer Notice**) on all Shareholders

28 3 2 An Offer Notice shall

- (a) state the Transfer Price,
- (b) contain the other information set out in the Transfer Notice,
- (c) invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase and the expiry date by which they must respond, and
- (d) expire, and the offer made therein shall be deemed to be withdrawn, on the expiry date shown therein which is not less than 10 nor more than 20 Business Days after the date of the Offer Notice (the **Expiry Date**)

28 3 3 No Sale Shares shall be treated as offered to the Seller or to any Shareholders who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name

28 4 Allocation of Sale Shares

28 4 1 After the Expiry Date or, if sooner, upon all Shareholders having responded to the Offer Notice and the Company having received valid applications for all the Sale Shares (in either case the **Allocation Date**), the Board shall allocate the Sale Shares in accordance with the applications received, provided that

- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively, and
- (b) the allocation of any fractional entitlements to Sale Shares amongst the members of a particular class of Shares shall be dealt with by the Board in such manner as it sees fit

28 4 2 Subject to Article 28 4 5, within five Business Days of the Allocation Date the Board shall give notice in writing (an **Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated pursuant to Article 28 4 1 (each a **Buyer**) An Allocation Notice shall state

- (a) the number and class of Sale Shares allocated to that Buyer,
- (b) the name and address of the Buyer,
- (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him,
- (d) the information (if any) required pursuant to Article 28 4 5, and
- (e) subject to Article 28 4 5, the place, date and time (being not less than two nor more than five Business Days after the date of the Allocation Notice) at

which completion of the sale and purchase of the relevant Sale Shares shall take place

28 4 3 Subject to Article 28 4 4, the service of an Allocation Notice shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified therein on the terms offered to that Buyer

28 4 4 Subject to Article 28 4 5, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) therefor, to that Buyer

28 4 5 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with Article 28 4 1 is less than the total number of Sale Shares then

(a) notwithstanding any other provision of this Article 28 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this Article 28, and

(b) the Company shall notify the Seller that it has failed to find Buyers for all some (as the case may be) of the Sale Shares

28 5 Default by the Seller

28 5 1 If a Seller (a **Defaulting Seller**) shall fail duly to transfer (or complete the transfer of) any Sale Shares to a Buyer in accordance with Article 28 4 4

(a) the Company shall, as the agent of the Defaulting Seller appointed pursuant to Article 28 1 2(g), be authorised to transfer, and complete the transfer of, those Sale Shares (including, without limitation of the generality of the foregoing, to execute and deliver any necessary stock transfer form and/or purchase agreement, where relevant),

(b) the Company may pay or receive (as the case may be) the necessary monies in respect of the Transfer Price in trust for the Defaulting Seller and the receipt by the Company of those monies shall constitute a good and valid discharge to the relevant Buyer,

(c) against receipt by the Company of those monies (in trust for the Defaulting Seller) and, notwithstanding (if such is the case) that the Defaulting Seller has failed to delivery up the relevant share certificate(s), the Company shall cause the Buyer to be registered as the holder of those Sale Shares and, after such registration, the validity of the proceedings shall not be questioned by any person, and

(d) the Company shall not be required to pay the monies in respect of the Transfer Price to the Defaulting Seller until he shall, in respect of the Sale

Shares, have delivered a share certificate, or suitable indemnity, and necessary documentation (including any transfers and, where relevant, any purchase agreement) to the Company

28.6 Transfers following exhaustion of pre-emption rights

28.6.1 If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this Article 28, and the Company has sufficient cash to do so, the Board may determine, by notice in writing served on the Seller (**Company Notice**) within 20 Business Days of the Expiry Date that the Sale Shares shall be allocated at the Sale Price to the Company, subject to the Company being legally able to do so in accordance with the Act

28.6.2 The Company Notice shall state the number of the Sale Shares agreed to be purchased by the Company and shall specify a place and time and date at which the sale and purchase shall be completed. Upon the Company giving such Company Notice the Seller shall be unconditionally bound (subject only to due payment of the Transfer Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms

28.6.3 If the Company does not serve a Company Notice within the requisite timescale set out in Article 28.6.1 then the Seller may sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) with the prior written consent of the Board

29 **DRAG ALONG**

29.1 The provisions of this Article 29 shall apply if any Shareholder (on his own or acting in concert with one or more other Shareholders (each a **Selling Shareholder**)) proposes to sell or transfer Shares (the **Majority Shares**) that in aggregate constitute more than 60% of all the Ordinary Shares in issue at the time of the proposed sale or transfer as part of a bona fide arm's length transaction to any person other than another Shareholder or Permitted Transferee

29.2 The Selling Shareholder may give to the Company not less than 15 Business Days' prior written notice of that proposed sale or transfer. That notice (the **Sale Notice**) will include details of the Majority Shares and the proposed price per Majority Share to be paid by the proposed buyer (the **Proposed Buyer**), details of the Proposed Buyer and the place, date and time for completion of the proposed purchase being a date not less than 15 Business Days from service of the Sale Notice (the **Drag Along Completion**). Any Sale Notice received by the Company less than 15 Business Days before the proposed date of the Drag Along Completion shall be ineffective

29.3 As soon as practicable upon receipt of a Sale Notice, the Company shall give notice in writing (**Drag Along Notice**) to each of the Shareholders (other than the Selling Shareholder) (**Called Shareholders**) giving the details contained in the Sale Notice and requiring each of them to sell and transfer to the Proposed Buyer at the Drag Along Completion all Shares held by them (and any of their Permitted Transferees) (the **Called Shares**), provided that the Selling Shareholder may withdraw a Sale Notice at any time prior

to the Drag Along Completion by written notice to the Company to that effect and, on service of that notice, each Drag Along Notice shall no longer be binding and shall cease to have any effect

- 29 4 Each Called Shareholder who is given a Drag Along Notice shall, in the event of the proposed sale or transfer proceeding, sell (or procure the sale of) all the Shares referred to in his Drag Along Notice to the Proposed Buyer at the highest price per Majority Share proposed by the Proposed Buyer or, if higher, at which Shares have been purchased by the Proposed Buyer or any person acting in concert with the Proposed Buyer during the period of six months prior to the date of the Sale Notice and otherwise on terms no less favourable than those applicable to the sale of Shares by the Selling Shareholder
- 29 5 Completion of the sale of the Called Shares shall take place on the date proposed for completion of the sale of the Majority's Shares (the **Completion Date**) unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders
- 29 6 The rights of pre-emption set out in these Articles shall not apply to any transfer of Shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served
- 29 7 Within 15 Business Days of the Company serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver correctly executed stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their Shares pursuant to Article 29 2 to the extent that the Proposed Buyer has put the Company in the requisite funds The Company's receipt of the price shall be a good discharge to the Proposed Buyer The Company shall hold the amounts due to the Called Shareholders pursuant to Article 29 2 in trust for the Called Shareholders without any obligation to pay interest
- 29 8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to Article 29 2, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article **Error! Reference source not found.** in respect of their Shares
- 29 9 If any of the Shareholders or their Permitted Transferees shall fail to comply with the terms of Article 29 4 in any respect (each a **Defaulting Shareholder**)
- 29 9 1 the Company shall be constituted the agent of each Defaulting Shareholder for the sale of his Shares (together with all rights then attached to those Shares) referred to in his Drag Along Notice in accordance with that notice,
- 29 9 2 the Board may authorise a director to execute and deliver on behalf of each Defaulting Shareholder the necessary transfers,

- 29 9 3 the Company may receive the purchase money in trust for each Defaulting Shareholder and cause the Proposed Buyer to be registered as the holder of such Shares,
- 29 9 4 the receipt by the Company of the purchase money pursuant to those transfers shall constitute a good and valid discharge to the Proposed Buyer (who shall not be bound to see to the application of those monies),
- 29 9 5 after the Proposed Buyer has been registered in purported exercise of the powers in this Article 29 9 the validity of the proceedings shall not be questioned by any person, and
- 29 9 6 the Company shall not pay the purchase monies to a Defaulting Shareholder until he shall, in respect of the Shares subject to the Drag Along Notice, have delivered a share certificate (or a suitable indemnity in lieu) and the necessary transfers to the Company
- 29 10 The expressions **price per Majority Share** used in Article 29 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares in question which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding

DIVIDENDS AND OTHER DISTRIBUTIONS

30 PROCEDURE FOR DECLARING DIVIDENDS

- 30 1 The Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends
- 30 2 A dividend must not be declared unless the Directors have made a recommendation as to its amount Such a dividend must not exceed the amount recommended by the Directors
- 30 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- 30 4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it
- 30 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

30 6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

30 7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-deferred rights

31 **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

31 1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means -

31 1 1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,

31 1 2 sending a cheque made payable to the distribution recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,

31 1 3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide, or

31 1 4 any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide

31 2 In the articles, "the Distribution Recipient" means, in respect of a Share in respect of which a dividend or other sum is payable -

31 2 1 the holder of the Share, or

31 2 2 if the Share has two or more joint holders, whichever of them is named first in the register of members, or

31 2 3 if the holder is no longer entitled to the Share by reason of death or bankruptcy or otherwise by operation of law, the transmittee

32 **NO INTEREST ON DISTRIBUTIONS**

32 1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by -

32 1 1 the terms on which the Share was issued, or

32 1 2 the provisions of another agreement between the holder of that Share and the Company

33 UNCLAIMED DISTRIBUTIONS

33 1 All dividends or other sums which are -

33 1 1 payable in respect of Shares, and

33 1 2 unclaimed after having been declared or become payable may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

33 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

33 3 If -

33 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

33 3 2 the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company

34 NON-CASH DISTRIBUTIONS

34 1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including without limitation, shares or other securities in any company),

34 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution -

34 2 1 fixing the value of any assets,

34 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

34 2 3 vesting any assets in trustees

35 WAIVER OF DISTRIBUTIONS

35 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if -

35 1 1 the Share has more than one holder, or

35 1 2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holder, or otherwise, the notice is not effective unless it is expressed to be given, and signed by all the holders or persons otherwise entitled to the Share

CAPITALISATION OF PROFITS

36 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

36 1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution -

36 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

36 1 2 appropriate any sum which they so decide to capitalise (a "Capitalised Sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "Persons Entitled") and in the same proportions

36 2 Capitalised Sums must be applied -

36 2 1 on behalf of the Persons Entitled, and

36 2 2 in the same proportions as a dividend would have been distributed to them

36 3 Any Capitalised Sum may be applied in paying up new shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct

36 4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the persons entitled or as they may direct

36 5 Subject to the Articles, the Directors may -

36 5 1 apply capitalised sums in accordance with article 36 3 and 36 4 partly in one way and partly in another,

36 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and

36 5 3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

PART 4

Decision-Making by Shareholders

Organisation of General Meetings

37 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

37 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

37 2 A person is able to exercise the right to vote at a general meeting when -

37 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

37 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

37 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

37 4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other

37 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

37 6 Subject to the provisions of the Act, a resolution in writing signed by all the Shareholders of the company who would be entitled to receive notice of and to attend and vote at the general meeting at which such resolution was to be proposed or by their duly appointed attorneys shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Shareholders or their attorneys and, in the case of a body corporate which is a Shareholder, signature shall be sufficient if made by a Director of that body corporate or by its duly appointed attorney

38 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. A quorum shall consist of two Shareholders, one of whom must be the Ordinary Shareholder Majority

39 CHAIRING GENERAL MEETINGS

The Chairman shall chair general meetings

40 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

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

40 2 The Chairman may permit other persons who are not -

40 2 1 Shareholders, or

40 2 2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting

41 ADJOURNMENT

41 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman must adjourn it

41 2 The Chairman may adjourn a general meeting at which a quorum is present if -

41 2 1 the meeting consents to an adjournment, or

41 2 2 it appears to the Chairman that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

41 3 The Chairman must adjourn a general meeting if directed to do so by the meeting

41 4 When adjourning a general meeting, the Chairman must -

41 4 1 either specify the time and place to which is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

41 4 2 having regard to any directions as to the time and place of any adjournment which have been given by the meeting

41 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given) -

41 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and

41 5 2 containing the same information which such notice is required to contain -

41 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

42 VOTING. GENERAL

A resolution put to the vote of a general meeting shall not be decided on a show of hands and instead each Shareholder shall have one vote per Share he holds

43 **ERRORS AND DISPUTES**

43 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting is valid

43 2 Any such objection must be referred to the Chairman, whose decision is final

44 **CONTENT OF PROXY NOTICES**

44 1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which -

44 1 1 states the name and address of the Shareholder appointing the proxy,

44 1 2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,

44 1 3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and

44 1 4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate

44 2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

44 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

44 4 Unless a Proxy Notice indicates otherwise, it must be treated as -

44 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

44 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

45 **DELIVERY OF PROXY NOTICES**

45 1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person

45 2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

45 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

45 4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

46 **AMENDMENTS TO RESOLUTIONS**

46 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if -

46 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman may determine), and

46 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman, materially alter the scope of the resolution

46 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if -

46 2 1 the Chairman proposes the amendment at the general meeting at which the resolution is to be proposed, and

46 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

46 3 If the Chairman, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution

PART 5

Administrative Arrangement

47 **MEANS OF COMMUNICATION TO BE USED**

47 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

47 2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of Decisions by directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

47 3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours

48 COMPANY SEALS

48 1 Any common seal may only be used by the authority of the Directors

48 2 The Directors may decide by what means and in what form any common seal is to be used

48 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one Director and the secretary, two Directors, or one Director in the presence of a witness

49 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder

50 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a Director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking to the Company or that Subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

51 INDEMNITY

51 1 Subject to article 51 2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled -

51 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer -

(a) in actual or purported execution and/or discharge of his duties, or in relation to them, and

(b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

51 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 84 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

51 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

51 3 In this article -

51 3 1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and

51 3 2 a "Relevant Director" means any director or former director of the company or an associated company

52 **INSURANCE**

52 1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Director of any relevant loss

52 2 In this article -

52 2 1 a "Relevant Director" means any Director or former director of the Company or an associated company,

52 2 2 a "Relevant Loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

52 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

53 **CLOSE AND ASSOCIATED COMPANIES**

The Directors may at any time require any person whose name is entered in the register of the members of the Company to furnish them with any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is a "close company" or "associated company" within the meaning of Sections 414 or as(4) of the Income & Corporation Taxes Act 1988 or any statutory modification or re-enactment thereof