

Private company limited by shares

Written Resolutions

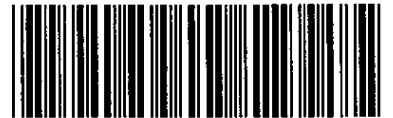
- of -

MY FAMILY CARE LIMITED

(the Company)

Dated 29 September 2017

SATURDAY



A14 *A6FKZGCR* 23/09/2017 #138
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- Resolutions 1, 2 and 3 below are passed as special resolutions; and
- Resolution 4 below is passed as an ordinary resolution.

Resolutions

For Against

SPECIAL RESOLUTIONS

1 Adoption of new articles of association

That the articles of association contained in the printed document marked "A" and signed by the chairman of a meeting of the directors of the Company dated 2017 for the purpose of identification be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the Company's current articles of association.



2 Re-designation of share capital

That each of the 2,400 existing issued ordinary shares of £0.10 in the capital of the Company be converted into, and re-designated as, an A ordinary share of £0.10 each.



3 Dis-application of pre-emption rights

That, subject to and conditional on the passing of resolution 4:

- (a) the directors be empowered, pursuant to section 570 of the Companies Act 2006, for 5 years after the date of this resolution to allot equity securities (within the meaning of section 560 of the Companies Act 2006) for cash or otherwise pursuant to the authority conferred by resolution 4 as if section 561 of the Companies Act 2006 did not apply to any such allotment up to an aggregate



nominal amount of £7,600;

- (b) the Company may, before the end of the 5 year period, make an offer or agreement which would or might require equity securities to be allotted after the end of the period; and
- (c) if the Company makes such an offer or agreement, the directors may allot equity securities to fulfil such offer or agreement as if the power had not expired.

ORDINARY RESOLUTION

4 Authority to issue shares (Section 551)



That:

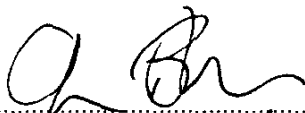
- (a) the directors be generally and unconditionally authorised, in accordance with section 551 of the Companies Act 2006, for 5 years after the date of this resolution to allot equity securities (within the meaning of section 560 of the Companies Act 2006) up to a maximum aggregate nominal amount of £7,600;
- (b) the Company may, before the end of the 5 year period, make an offer or agreement which would or might require equity securities to be allotted after the end of the period; and
- (c) if the Company makes such an offer or agreement, the directors may allot equity securities to fulfil such offer or agreement as if the authority had not expired.

We, the undersigned being all the members of the Company entitled to vote on resolutions of the Company on 19 September, 2017 irrevocably agree to the resolutions as marked above.



Signed for and behalf of Ben Black

Date: 19th Sept 2017



Signed for and behalf of Oliver Black

Date: 19 Sept 2017

Signed for and behalf of Amanda Coxen

Date:2017

.....
Signed for and behalf of Ben

Black Date:
..2017

.....
Signed for and behalf of Oliver

Black Date:
..2017



.....
Signed for and behalf of Amanda

Coxen Date: 19th September 2017
...2017

NOTES TO SHAREHOLDERS:

- (1) If you wish to vote in favour of a resolution please put an "X" in the For box opposite that resolution. If you wish to vote against a resolution please put an "X" in the Against box next to that resolution or leave both boxes next to that resolution blank. Once you have marked your voting intentions please sign and date this document and return it to the Company using one of the following methods:

Hugh Naylor, Trinity International LLP, Dashwood House, 69 Old Broad Street, London EC2M 1QS

Email: hugh.naylor@trinityllp.com

If there are no resolutions you agree with, you do

NOTES TO SHAREHOLDERS:

- (1) If you wish to vote in favour of a resolution please put an "X" in the For box opposite that resolution. If you wish to vote against a resolution please put an "X" in the Against box next to that resolution or leave both boxes next to that resolution blank. Once you have marked your voting intentions please sign and date this document and return it to the Company using one of the following methods:

Hugh Naylor, Trinity International LLP, Dashwood House, 69 Old Broad Street, London EC2M 1QS

Email: hugh.naylor@trinityllp.com

If there are no resolutions you agree with, you do not need to do anything. If you fail to reply, the company will not assume that you have agreed.

- (2) Once you have indicated your agreement to the resolution, you may not revoke your agreement.
- (3) If by 10 October 2017 the Company has not received enough agreement for a resolution to pass, that resolution will lapse. If you agree to all or any of the resolutions, please ensure that your agreement reaches us before or during this date.

Articles of Association

of

My Family Care Limited

Adopted by special resolution dated 19th Sept 2017

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
MY FAMILY CARE LIMITED

(Adopted by special resolution passed on 2017)

AGREED TERMS

1. INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

Associate: in relation to an individual, (i) a Relative; (ii) a company which is, or may be, Controlled by the individual or a Relative or by two or more of them; and (iii) the trustees of a settlement whose beneficiaries do not, and cannot, include a person other than the individual and his Relatives and, in relation to a company, a member of that company's Group;

A Shares: the A ordinary shares of £0.10 each in the capital of the Company;

A Shareholder: a holder of A Shares;

Act: the Companies Act 2006;

Appointor: has the meaning given in article 11.1;

Articles: the Company's articles of association for the time being in force;

Bad leaver: any Leaver who is not a Good Leaver;

B Shares: the B ordinary shares of £0.10 each in the capital of the Company;

B Shareholder: a holder of B Shares;

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

Conflict: has the meaning given in article 9.1;

Control: the ability of a person to ensure that the activities and business of another are conducted directly or indirectly in accordance with the wishes of that person and (a) a person shall be deemed to have Control of a body corporate, partnership or other entity if that person possesses or is entitled to acquire (1) the majority of the issued share capital or issued shares in that body corporate, (2) the majority of the voting rights in that body corporate, partnership or other entity, (3) the right to receive the majority of the income of that body corporate, partnership or other entity on any distribution by it of all of its income or the majority of its assets on a winding up, (4)

the right to appoint or remove a majority of the directors (or equivalent officers) to or from the board (or equivalent body) of that body corporate, partnership or other entity or (5) the right as a general partner of a limited partnership to conduct ordinary matters connected with the business of that limited partnership and (b) a person shall be deemed to have Control of an individual if that individual is a connected person and **Controlling** and **Controlled** shall be read accordingly;

Eligible Director: any director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Employee Shareholder: a shareholder who at the date of the adoption of these Articles or subsequently is employed by the Company or any member of its Group provided that, for the avoidance of doubt, Amanda Coxen, Ben Black and Oliver Black shall not be, or be deemed to be, Employee Shareholders;

Employee Scheme: a trust, option scheme or other employee incentive arrangement approved by the Board and whose beneficiaries are the bona fide employees of the Company or any member of its Group, including the current enterprise management incentive scheme operated by the Company;

Fair Price: in relation to a Seller's Shares, the fair price of each share either agreed between the Board and the Seller or determined in accordance with article 17.3;

Good Leaver: any Leaver whose cessation of employment is due to death, permanent incapacity, ill health, redundancy, dismissal without cause, dismissal as part of a restructuring of the Company or its Group or who is determined by the chairman of the Board or the holders of the majority of the shares to be a Good Leaver;

Group: with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person provided that the Company and its subsidiaries shall not form part of any shareholder's Group and no shareholder shall form part of the Company's Group;

Interested Director: has the meaning given in article 9.1;

Leaver: shall have the meaning set out in article 19.1;

Leaver's Shares: in relation to a Leaver, any Shares held by the Leaver or any Associate to whom that Leaver has transferred the Shares in accordance with article 16 and any additional Shares issued to such persons by way of capitalisation or acquired by such persons in exercise of any right or option granted arising by virtue of the holding of such Shares or any of them or the membership thereby conferred;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Offer Price: the price, if any, specified by a Seller in a Transfer Notice;

Option Shares: any A Shares which are issued to an Employee Shareholder pursuant to any Employee Scheme; **Permitted Transfer:** a transfer permitted under article 16.2 or 16.3;

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
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MY FAMILY CARE LIMITED

(Adopted by special resolution passed on 19 September 2017)

AGREED TERMS

1. INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

Associate: in relation to an individual, (i) a Relative; (ii) a company which is, or may be, Controlled by the individual or a Relative or by two or more of them; and (iii) the trustees of a settlement whose beneficiaries do not, and cannot, include a person other than the individual and his Relatives and, in relation to a company, a member of that company's Group;

A Shares: the A ordinary shares of £0.10 each in the capital of the Company;

A Shareholder: a holder of A Shares;

Act: the Companies Act 2006;

Appointor: has the meaning given in article 11.1;

Articles: the Company's articles of association for the time being in force;

Bad leaver: any Leaver who is not a Good Leaver;

B Shares: the B ordinary shares of £0.10 each in the capital of the Company;

B Shareholder: a holder of B Shares;

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

Conflict: has the meaning given in article 9.1;

Control: the ability of a person to ensure that the activities and business of another are conducted directly or indirectly in accordance with the wishes of that person and (a) a person shall be deemed to have Control of a body corporate, partnership or other entity if that person possesses or is entitled to acquire (1) the majority of the issued share capital or issued shares in that body corporate, (2) the majority of the voting rights in that body corporate, partnership or other entity, (3) the right to receive the majority of the income of that body corporate, partnership or other entity on any distribution by it of all of its income or the majority of its assets on a winding up, (4)

the right to appoint or remove a majority of the directors (or equivalent officers) to or from the board (or equivalent body) of that body corporate, partnership or other entity or (5) the right as a general partner of a limited partnership to conduct ordinary matters connected with the business of that limited partnership and (b) a person shall be deemed to have Control of an individual if that individual is a connected person and **Controlling** and **Controlled** shall be read accordingly;

Eligible Director: any director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

Employee Shareholder: a shareholder who at the date of the adoption of these Articles or subsequently is employed by the Company or any member of its Group;

Employee Scheme: a trust, option scheme or other employee incentive arrangement approved by the Board and whose beneficiaries are the bona fide employees of the Company or any member of its Group, including the current enterprise management incentive scheme operated by the Company;

Fair Price: in relation to a Seller's Shares, the fair price of each share either agreed between the Board and the Seller or determined in accordance with article 17.3;

Good Leaver: any Leaver whose cessation of employment is due to death, permanent incapacity, ill health, redundancy, dismissal without cause or who is determined by the chairman of the Board or the holders of the majority of the shares to be a Good Leaver;

Group: with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person provided that the Company and its subsidiaries shall not form part of any shareholder's Group and no shareholder shall form part of the Company's Group;

Interested Director: has the meaning given in article 9.1;

Leaver: shall have the meaning set out in article 19.1;

Leaver's Shares: in relation to a Leaver, any Shares held by the Leaver or any Associate to whom that Leaver has transferred the Shares in accordance with article 16 and any additional Shares issued to such persons by way of capitalisation or acquired by such persons in exercise of any right or option granted arising by virtue of the holding of such Shares or any of them or the membership thereby conferred;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;

Offer Price: the price, if any, specified by a Seller in a Transfer Notice;

Option Shares: any A Shares which are issued to an Employee Shareholder pursuant to any Employee Scheme;

Permitted Transfer: a transfer permitted under article 16.2 or 16.3;

Permitted Transferee: in relation to a shareholder:

- (a) the husband or wife of that original shareholder;
- (b) any Relative of that original shareholder; or
- (c) any member of that original shareholder's Group.

Permitted Transfer: a transfer permitted under articles 16.2 or 16.3;

Proposed Transferee: a person or entity to whom a Seller wishes to transfer the Seller's Shares or an interest in the Seller's Shares;

Redemption Amount: shall have the meaning set out in article 12.2;

Redemption Event: any of the following matters:

- (a) a sale of more than 50% of the shares in issue;
- (b) a change of Control of the Company;
- (c) a listing of the shares on a recognised investment exchange;
- (d) a winding up or liquidation of the Company; or
- (e) a share buy back, or re-purchase of any of its shares, by the Company or any other return of capital by the Company other than, for the avoidance of doubt, the declaration and/or payment of any dividend;

Redemption Notice: shall have the meaning set out in article 12.6;

Relative: parents, step parents, siblings, children, step children, grandchildren and step grandchildren;

Securities: any shares, warrants, options or other securities convertible into shares;

Seller: a member who gives a Transfer Notice;

Seller's Shares: the shares held by a member who gives a Transfer Notice;

shareholders: the holders of shares in the Company;

shares: the A Shares and B Shares in issue from time to time;

Transfer Notice: a notice relating to a transfer of shares given under article 17.1;

writing or written: 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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A **person** includes a natural person, company, firm, corporate or unincorporated body (whether or not having a separate legal personality), partnerships, associations, organisations and trusts (in each case whether or not having separate legal personality) but references to an individual refers to a natural person only.
- 1.6 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them and, where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.7 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes faxes and e-mails but no other electronic form.
- 1.9 Unless the context otherwise requires:
- (a) words in the singular include the plural and in the plural include the singular; and
 - (b) a reference to one gender includes a reference to the other genders.
- 1.10 For the purposes of these Articles, a company is a **subsidiary** of another company, its **holding company**, if that other company:
- (a) holds a majority of the voting rights in it; or
 - (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or
 - (c) has the right to exercise a dominant influence over it by virtue of provisions contained in its memorandum or articles of association or constitutional documents by virtue of a control contract; or
 - (d) has a participating interest and either actually exercises a dominant influence over it or the two companies are managed on a unified basis; or
 - (e) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or
 - (f) if it is a subsidiary of a company which is itself a subsidiary of that other company,

and the terms **subsidiaries** and **holding companies** are to be construed accordingly.

2. ADOPTION OF THE MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. A copy of the Model Articles is set out in the Schedule to these Articles.
- 2.2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2) and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2.4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

DIRECTORS

3. APPOINTMENT AND REMOVAL OF DIRECTORS

- 3.1 Unless otherwise determined by special resolution, the minimum number of directors is two and their number is not subject to a maximum.
- 3.2 Any director may be appointed or removed by a resolution passed by the holders of 75% or more of the A Shares entitled to attend and vote at a general meeting (excluding, for the avoidance of doubt, any Option Shares).
- 3.3 An appointment or removal of a director under article 3.2 shall be effected by giving notice in writing to the Company and shall take effect on receipt, or if later, from the date and time stated in the notice.
- 3.4 Neither the Company in general meeting nor the directors have any power to fill a vacancy in the number of directors.
- 3.5 The directors are not subject to retirement by rotation.
- 3.6 A person is not disqualified from being a director by having attained any particular age.

4. DIRECTORS' MEETINGS

- 4.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 5.
- 4.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 4.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.

5. UNANIMOUS DECISIONS OF DIRECTORS

- 5.1 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.
- 5.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 5.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with article 7.

6. CALLING A DIRECTORS' MEETING

- 6.1 Any director may call a meeting of directors by giving not less than 5 (five) days' notice of the meeting (or such shorter period of notice as agreed in writing by all the directors) to each director or by authorising the Company secretary (if any) to give such notice.
- 6.2 Notice of any directors' meeting must be accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting or committee meeting; and
 - (b) copies of any papers to be discussed at the meeting or committee meeting.

7. QUORUM FOR DIRECTORS' MEETINGS

- 7.1 The quorum at any meeting of the directors shall be two directors (or their alternates). No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for

5 (five) Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then the quorum at such adjourned meeting shall be any one director (or his alternate).

- 7.2 Without limiting the discretion of the directors to regulate their meetings, the directors may participate in, or confer by, conference telephone or other communication equipment provided that all the directors participating in the meeting are able to hear, and communicate with, each other. Subject to the provisions of these Articles, a person so participating shall be counted as present in person at the meeting of the board of directors, shall be counted in a quorum and shall be entitled to vote. A meeting of directors 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 that meeting of directors then is. A resolution passed at such a conference shall, notwithstanding that any one or more director is not present with the other directors in one place at the time of the conference, be deemed to have been passed at a meeting of directors duly called and constituted on the day on which and at the time at which the conference was so held, it being agreed that the provisions of these Articles relating to meetings of the board of directors shall apply mutatis mutandis to such conferences.

8. CHAIRING OF DIRECTORS' MEETINGS

The chairman of the directors will be appointed by the directors. In the event of an equality of votes the chairman shall not have a casting vote.

9. DIRECTORS' INTERESTS

- 9.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
- 9.2 Any authorisation under this article will be effective only if:
- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 9.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 9.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 9.6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder(s) who appointed him as a director of the Company, or any other member of such shareholder's Group, and no authorisation under article 9.1 shall be necessary in respect of any such interest.
- 9.7 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 derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 9.8 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 9.9 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9.8.
- 9.10 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 9.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

10. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

11. ALTERNATE DIRECTORS

11.1 Any director (other than an alternate director) (in this article, the **Appointor**) may appoint any person (whether or not a director) to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.

11.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

11.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

11.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

11.5 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

11.6 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and

- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).
- 11.7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision).
- 11.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 11.9 An alternate director's appointment as an alternate terminates:
 - (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or
 - (c) when the alternate director's Appointor ceases to be a director for whatever reason.

SHARES

12. SHARE CAPITAL

- 12.1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 12.2 The B Shares shall give their holders the right, upon a Redemption Event occurring, to receive from the Company by way of the redemption of the B Shares an amount equal to:
 - (a) the amount paid up in respect of such B Shares; plus
 - (b) an amount equal to 38.5% (thirty eight point five per cent) of the amount paid up in respect of such B Shares,(the **Redemption Amount**) but shall have no other right to participate in any dividend, distribution or other return of capital by the Company.
- 12.3 If a Redemption Event occurs the Company shall procure (so far as it is able) that each subsidiary of it which has available distributable profits shall from time to time declare and pay to the Company (or, as the case may be, any immediate holding

company) such dividends as are necessary to permit the lawful and prompt redemption of the B Shares by the Company in accordance with article 12.2.

- 12.4 No holder of any B Share (in its capacity as a holder of any B Shares and not, for the avoidance of doubt, as the holder of any other shares) shall be entitled to receive notice of, attend and vote at any shareholders' meeting or to receive or approve any written resolution of shareholders or class of shareholders (other than in respect of any resolution to amend the rights of the B Shares).
- 12.5 No holder of any Option Share (in its capacity as a holder of any Option Shares and not, for the avoidance of doubt, as the holder of any other shares) shall be entitled to receive notice of, attend and vote at any shareholders' meeting or to receive or approve any written resolution of shareholders or class of shareholders provided that such restriction shall cease to apply upon an Option Share ceasing to be an Option Share.
- 12.6 Subject to applicable law, the B Shares may be redeemed (in whole or in part) at any time by the Company for the relevant Redemption Amount by giving each B Shareholder written notice (a **Redemption Notice**) specifying the number of B Shares to be redeemed and the date of redemption which shall not be more than 14 days after the date of the Redemption Notice, such redemption to be *pari passu* between the B Shareholders unless all the B Shareholders otherwise agree. On the date fixed for redemption each B Shareholder shall surrender the certificate(s) for the B Shares to be redeemed (or an indemnity in respect thereof in form reasonably satisfactory to the Company) and, upon such surrender, the Company shall pay to each holder the Redemption Amount due in respect of such redemption and deliver a certificate for any balance of such B Shares not then redeemed. If any B Shareholder fails to surrender the certificate or certificates for such B Shares or fails to accept the redemption moneys payable in respect thereof such moneys shall be retained and held by the Company in trust for such holder but without interest or further obligation whatsoever.
- 12.7 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 12.8 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- (a) any alteration to the Articles;

- (b) any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
- (c) any resolution to put the Company into liquidation (unless it has become insolvent).

13. UNISSUED SHARES

- 13.1 The Company shall not issue any Securities without first offering them to the A Shareholders (other than any Employee Shareholders) (on identical terms) in proportion to their then holdings of shares.
- 13.2 Any offer made pursuant to article 13.1 shall be made by notice in writing from the Company specifying the number and price of the Securities on offer and the other relevant terms of such offer and shall invite each shareholder to state in writing within a period not being less than 20 (twenty) days of the date of such written notice (the **Offer Period**) whether it is willing to take any, and if so, what maximum number of the Securities on offer.
- 13.3 Each shareholder shall initially be allocated such number of Securities as is the lesser of:
 - (a) the number of Securities that were offered to it; and
 - (b) the maximum number of Securities that it wished to subscribe for.
- 13.4 If after such initial allocation there remain any Securities that have not been allocated (the **Unissued Securities**) then such Unissued Securities shall be allocated to each shareholder who wished to subscribe for more Securities than were offered to it (an **Additional Subscriber**) but so that no Additional Subscriber shall be required to subscribe for more than the maximum number of Securities that it wished to subscribe for. If there are insufficient Unissued Securities to satisfy in full the wishes of each Additional Subscriber then the Unissued Securities shall be allocated to the Additional Subscribers as nearly as may be possible to their existing holdings of shares but so that no Additional Subscriber shall be required to subscribe for more than the maximum number of Securities that it wished to subscribe for.
- 13.5 If, following the expiry of the Offer Period and any allocation of Securities in accordance with article 13.4, the Company wishes to issue more Unissued Securities than the shareholders wish to subscribe for then the board of directors shall be entitled to seek persons willing to subscribe for such Unissued Securities, such subscription to be made on the terms (including the price for the Securities) no more favourable than the terms upon which such Securities were offered to the shareholders and provided that such Unissued Securities shall be issued within 3 (three) months of the expiry of the Offer Period.

14. FURTHER ISSUES OF SHARES: AUTHORITY

14.1 Subject to article 13 and the remaining provisions of this article 14, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

- (a) offer or allot;
- (b) grant rights to subscribe for or to convert any security into; or
- (c) otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

14.2 The authority referred to in article 14.1:

- (a) shall be limited to a maximum nominal amount of £50 or such other amount as may from time to time be authorised by the Company by ordinary resolution;
- (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

15. SHARE TRANSFERS

15.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

15.2 An Employee Shareholder shall only be entitled to transfer its shares in accordance with the terms of the relevant Employee Scheme in addition to these Articles.

16. PERMITTED TRANSFERS

16.1 The directors shall not register a transfer of shares other than a transfer made pursuant to or permitted by these Articles and, in respect of Option Shares, the terms of the relevant Employee Scheme. Members may not transfer shares, whether by way of sale or otherwise, except in accordance with these Articles. Members may not transfer, create or dispose of an interest in any shares separately from the legal title to such shares.

- 16.2 A member (other than an Employee Shareholder) may transfer up to 50% (fifty per cent) of the shares it holds at the date of the adoption of these Articles to any Associate of it. If the transferee (or any subsequent transferee) ceases to be an Associate of the original transferring member, the transferee (or any subsequent transferee) shall forthwith upon such cessation transfer all the shares held by it to the original transferring member or an Associate of the original transferring member. Where the shares are transferred to a trust within paragraph (iii) of the definition of “Associate”, this will constitute a transfer to a single Associate and a transfer for the purpose solely of implementing the appointment of a new trustee of the trust shall be permitted.
- 16.3 Any share or an interest in any share (which for this purpose includes the assignment of the beneficial interest in, the grant of an option over or the creation of a charge or other security interest over, the share or the renunciation or assignment of a right to receive or subscribe for the share) may be transferred at any time by a member to another person with the consent In writing of the holders of 51 % of the issued share capital for the time being of the Company.

17. TRANSFER OF SHARES

- 17.1 Except as expressly permitted by article 16 (*Permitted transfers*), 19 (*Compulsory transfers*), 20 (*Drag Along*) and 21 (*Tag Rights*), a member (other than an Employee Shareholder) who wishes to transfer any shares or an interest in shares (which for this purpose includes the assignment of the beneficial interest in, the grant of an option over or the creation of a charge or other security interest over, the shares or the renunciation or assignment of a right to receive or subscribe for the shares) shall give to the board of directors a written notice (a **Transfer Notice**) offering to sell all (but not some only) of the shares held by it. The member shall annex the share certificate (or an indemnity in respect of any missing share certificates in a form acceptable to the Board) for the relevant shares to the Transfer Notice. The Transfer Notice may also specify a Proposed Transferee and the price per share at which the Seller intends to sell the shares. A Transfer Notice once given may not be withdrawn or varied except with the prior written consent of the Board. No person may be specified as a Proposed Transferee if it engages in a business in competition with the Company (as determined by the board of directors in its absolute discretion).
- 17.2 The Transfer Notice shall constitute the directors the Seller’s agents for the sale of the Seller’s Shares. If the Seller did not specify or is deemed not to have specified an Offer Price, the directors shall within seven days of the receipt of the Transfer Notice either agree a Fair Price with the Seller or, if agreement cannot be reached, instruct the auditors to determine the Fair Price in accordance with article 17.3. The Transfer Notice is only revocable as expressly provided in this article.
- 17.3 The Fair Price shall be determined on the basis of the value as going concerns, as between a willing seller and a willing buyer, of the businesses of the Company and any subsidiary undertakings which it has as at the date on which the auditors are

instructed to make their determination. The Fair Price shall not be adjusted by reason of the Seller's Shares constituting a particular proportion of the issued share capital of the Company. In determining the Fair Price, the auditors shall be acting as independent experts and not as arbitrators and their determination shall, in the absence of manifest error, be conclusive. The costs of the auditors in determining the Fair Value shall be borne by the Company unless the auditors, acting reasonably, otherwise direct.

17.4 The Company shall, within 7 (seven) days of the receipt of the Transfer Notice (whether actually given or deemed to be given) if it specified, or is deemed to have specified, an Offer Price or within 7 (seven) days of the determination of the Fair Price if the Seller did not specify, or is deemed not to have specified, an Offer Price, offer the Seller's Shares in writing to all the A Shareholders (other than any Employee Shareholders and the shareholder issuing the Transfer Notice). The offer shall specify:

- (a) the total number of the Seller's Shares;
- (b) the Offer Price and the Proposed Transferee, if specified in the Transfer Notice;
- (c) if an Offer Price was not, or was deemed not to have been, specified in the Transfer Notice, the Fair Price;
- (d) whether or not the shareholder wishes to apply for shares in excess of its Proportionate Entitlement (as defined in article 17.5); and
- (e) a statement to the effect that if none of the shareholders accept the offer in full, the Seller will be free to sell the Seller's Shares to the Proposed Transferee or another person, and shall provide that if an A Shareholder (other than any Employee Shareholders and the shareholder issuing the Transfer Notice) does not accept the offer in full within 21 (twenty one) days of the offer (the **Acceptance Period**) it shall be deemed to have declined it but that, if it does accept the offer, it shall not be entitled to withdraw its acceptance except as provided in this article. If an A Shareholder (other than any Employee Shareholders and the shareholder issuing the Transfer Notice) wishes to accept the offer (an **Accepting Member**) it shall give written notice to the Company within the Acceptance Period.

17.5 If the total number of shares in respect of which Accepting Members wish to accept the offer exceeds the number of Seller's Shares then, on the expiry of the Acceptance Period, the Seller's Shares shall be allocated on the basis that an Accepting Member shall be entitled to that proportion of the Seller's Shares that its then shareholding bears to the total shareholdings of all the Accepting Members (its **Proportionate Entitlement**) or the amount of shares in respect of which it has accepted the offer, whichever is less.

- 17.6 An Accepting Member who, in its written notice, stated a wish to accept the offer in respect of more than its Proportionate Entitlement (its **Excess Proportion**) shall receive that proportion of any remaining unallocated Seller's Shares as its Excess Proportion bears to the total Excess Proportion of all the Accepting Members.
- 17.7 The Company shall, as soon as practicable after the above procedure has been carried out and in any event within 7 (seven) days of the end of the Acceptance Period, give notice to the Seller and the Accepting Members, all of whom shall be required to complete the sale and purchase of the Seller's Shares within a period of 28 (twenty eight) days.
- 17.8 At completion of the sale and purchase contemplated by this article 17 the Seller shall deliver or cause to be delivered to each Accepting Shareholder (or as it may direct) a duly executed transfer in respect of the number of Seller's Shares allocated to that Accepting Shareholder in favour of that Accepting Shareholder (or as it directs) together, if relevant, with any power of attorney under which the transfer has been executed, against which that Accepting Shareholder shall deliver to the Seller a bankers' draft for the purchase price attributable to those of the Seller's Shares which that Accepting Shareholder has acquired or otherwise arrange payment by electronic funds transfer in respect thereof. The Seller shall do all other things and execute all other documents as that Accepting Shareholder may reasonably require to give effect to the sale and purchase of the Seller's Shares. The Seller's Shares shall be deemed to be sold by the Seller with full title guarantee with effect from the date of transfer. If the Seller fails to carry out the sale of any of the shares in accordance with this article 17 the provisions of article 20.6 shall apply to such sale and the directors are irrevocably authorised to take all actions necessary or desirable to complete such sale.
- 17.9 If the offer to acquire any of the Seller's Shares was not accepted by any other Shareholder the directors shall as soon as practicable and in any event within 7 (seven) days of the end of the Acceptance Period give notice to the Selling Shareholder and all the other shareholders. The Seller may then, within 3 (three) months after being notified that the offer has not been accepted and subject to article 17.10, sell all (but not some only) of the Seller's Shares to any other person for a cash price per share which is not less than the Offer Price or the Fair Price, if any, payable against delivery of a duly executed transfer in respect of the Seller's Shares. If the Seller's Shares are sold within such 3 (three) month period the directors shall, subject to article 17.10 and to the transferee complying with any other obligations required for it to become a member of the Company, register the transfer.
- 17.10 Notwithstanding any other provision of these Articles no shares may be transferred, charged or otherwise assigned to any person who engages in a business which competes, or is likely to compete, with the business of the Company (as determined by the board of directors in its absolute discretion).

- 17.11 On a sale of any shares in accordance with this article the Seller shall repay all loans, loan capital, borrowings and indebtedness in the nature of borrowings outstanding to the Company from it (together with accrued interest (if any)).
- 17.12 Notwithstanding any other provision of these Articles where the Company is given, or is deemed to have been given, a Transfer Notice by in respect of shares, if the board of directors so directs, such shares shall first be offered at the relevant price to any person or persons who is employed, or proposed to be employed, by the Company at the date of such Transfer Notice. If such person or persons expresses a willingness to purchase such shares then this article 17 shall (so far as appropriate) apply to such person or persons and to such transfer or transfers. If no such person or persons have been identified, the Board may direct that such shares be transferred to one or more persons jointly as designated by the Board (the **Custodian**) until such person or persons is identified provided that the Custodian shall pay the transferor for such shares in accordance with this article 17. Until such shares held by the Custodian are transferred by them in accordance with the direction of the board of directors:
- (a) none of such shares shall entitle the Custodian to receive notice of, attend or vote at any general meeting of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution of any members; and
 - (b) if an offer is made to acquire such shares (whether as part of a general offer (including an Offer) or otherwise) the Custodian shall act in accordance with the directions of the board of directors.

18. TRANSFER OF SHARES

- 18.1 The directors may refuse to register a transfer of shares unless:

- (a) it is lodged at the office or at such other place as the directors appoint and is accompanied by the certificate for the shares (or an indemnity in a form acceptable to the directors, acting reasonably) to which it relates; and
- (b) it is in favour of not more than four transferees;

but shall otherwise register a transfer made in accordance with article 16 (*Permitted transfers*), 17 (*Transfer of shares*), 19 (*Compulsory transfers*) or 20 (*Drag Along and Tag Rights*).

19. COMPULSORY TRANSFERS

- 19.1 If any Employee Shareholder shall cease to be an employee or director of, or consultant to, the Company or any of its subsidiaries for any reason (a **Leaver**) then the board of directors may resolve, within 30 (thirty) days of such cessation (but not, for the avoidance of doubt, before such cessation), that the provisions of this article 19 shall not apply in respect of the Leaver or some or all of the Leaver's Shares.

- 19.2 If the board of directors does not pass a resolution under article 19.1 within 30 (thirty) days of that Leaver ceasing to be an employee of, or consultant to, the Company or any of its subsidiaries for any reason, that Leaver shall in respect of all its shares and each Associate of it holding any Leaver's Shares shall in respect of those Leaver's Shares (or such number in each case as are specified by the board of directors), be deemed to have authorised the directors to transfer such shares (in the order set out below or such other order as the board of directors shall determine) to:
- (a) first, the Employee Scheme and/or the Custodian;
 - (b) secondly, such incoming employee(s) of the Company or any member of its Group as the board of directors may nominate;
 - (c) thirdly, such existing employee(s) of the Company or any member of its Group as the board of directors may nominate;
 - (d) fourthly, the Company for repurchase;
 - (e) fifthly to the existing Employee Shareholders; and
 - (f) lastly, to the remaining shareholders,
- at the price in each case determined in accordance with article 19.3.
- 19.3 On a transfer under article 19.2 the price per share shall be determined as follows:
- (a) if the Leaver ceases to be employed in circumstances which constitute him a Good Leaver, the price per share shall be the Fair Price; and
 - (b) if the Leaver ceases to be employed in circumstances which constitute him a Bad Leaver, the price per share shall 80% (eighty per cent) of the Fair Price.
- 19.4 The Fair Price shall be calculated as at the date the relevant person became a Leaver. If, in any particular case, the board of directors so decides, there shall be substituted for the price specified in article 19.3(a) such price as the board of directors may agree in writing with the Leaver.
- 19.5 The preceding provisions of this article may at any time be waived in whole or part by the board of directors and if the Leaver's prior written consent is obtained.
- 19.6 If a Leaver fails to comply with the terms of this article the Company shall be constituted the agent of him for the sale of the Leaver's Shares in accordance with this article (together with all rights then attached thereto) and the board of directors may authorise some person to execute and deliver on behalf of such Leaver the necessary transfer(s) and the Company may receive the purchase money in trust for such Leaver and cause the proposed purchaser(s) of any of the Leaver's Shares to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to such proposed purchaser(s) (who shall not be bound to see to the application thereof) and after such proposed purchaser(s) has been registered in purported exercise of the aforesaid powers, of the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Leaver until he

shall, in respect of the relevant Leaver's Shares, have delivered his share certificates or a suitable indemnity in respect of any missing share certificates and the necessary transfers to the Company.

20. DRAG ALONG

- 20.1 If at any time after the date of adoption of these Articles, the holder(s) of more than 75 per cent. of the shares in issue (being the **Seller(s)** for the purposes of this article) are approached by a purchaser who is not an Associate of, or otherwise acting in concert with, any of the Seller(s) (the **Proposed Purchaser**) with a bona fide offer on arm's length terms to acquire the entire equity share capital of the Company (the **Offer**) and the Seller(s) intend(s) to sell all of its/their holding of shares (or all its/their interest in such shares) (the shares to be sold by the Seller(s) being referred to as the **Selling Shares**) then, provided the Seller(s) comply with this article 20, the provisions of article 17 shall not apply and the Seller(s) shall give the Company not less than 21 (twenty one) days' advance written notice of the Offer before selling the Selling Shares. That notice (the **Selling Notice**) will include details of the Selling Shares and the proposed price for each Selling Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase being a date not less than 28 days from the date of the Selling Notice (**Completion**) and confirmation that the Proposed Purchaser is aware of, and agrees to be bound by, the provisions of this article 20 (including article 20.4).
- 20.2 Immediately upon receipt of the Selling Notice, the Company shall forthwith give notice in writing (a **Compulsory Sale Notice**) to each of the members (other than the Seller(s)) (the **Other Member**) giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares on the same terms as those contained in the Selling Notice.
- 20.3 Subject to articles 20.4 and 20.7 each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the same price per share and on the same terms mutatis mutandis set out in the Selling Notice. For the avoidance of doubt any shares held by a Proposed Purchaser shall not be required to be sold.
- 20.4 Unless otherwise agreed between the Seller(s) and any of the Other Members in relation to any of the shares of that other Member and save to the extent an Other Member fails to comply with a valid Compulsory Sale Notice (in which event article 20.6 shall apply) the Seller(s) shall not complete the sale of the Selling Shares to the Proposed Purchaser unless at the same time the Proposed Purchaser completes the purchase of all the shares of the Other Members on the terms specified in this article 20.
- 20.5 At Completion each of the Seller(s) and the Purchaser shall confirm to the Other Members that (i) the Purchaser is not an Associate of, or otherwise acting in concert with, any of the Seller(s) and (ii) the sale of the Other Members' shares are on the

same terms as those contained in the Selling Notice and that there are no other terms applicable to the sale of Selling Shares or benefits (whether or not conditional or contingent) accruing to the Seller(s) other than those set out in the Selling Notice.

- 20.6 If any of the member(s) (the **Defaulting Member(s)**) fails to comply with the terms of a valid Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member(s) for the sale of its shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the board of directors may authorise some person to execute and deliver on behalf of each Defaulting Member(s) the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Member(s) and cause a Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers, of the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity in respect of any missing share certificates and the necessary transfers to the Company.
- 20.7 No member shall be required to comply with a Compulsory Sale Notice unless the Seller(s) shall sell the Selling Shares to the Proposed Purchaser on Completion, subject at all times to the Seller(s) being able to withdraw the Selling Notice at any time prior to Completion by giving written notice to the Company to that effect and the Selling Notice being automatically deemed to be withdrawn if the sale to the Proposed Purchaser has not taken place 60 (sixty) days after the date of the Compulsory Sale Notice whereupon each Compulsory Transfer Notice shall cease to be of any effect but if the Seller(s) wish at any time thereafter to complete the sale of the Selling Shares to the Proposed Purchaser then they shall be required to serve a new Selling Notice in accordance with article 20.1.

21. TAG RIGHTS

- 21.1 Save in respect of a transfer to a Permitted Transferee, if a Shareholder or Shareholders (the **Proposed Transferor(s)**) has a binding offer from a third party (the **Proposed Transferee**) to purchase (whether in a single transaction or a series of transactions) more than 75 per cent of the shares in issue, the Proposed Transferor(s) may not transfer any of its Shares unless, at least 21 (twenty one) days before the date of the proposed transfer, the Proposed Transferee shall have made a written offer (an **Offer**) to each of the Shareholders (excluding the Proposed Transferor(s)) (the **Offerees**) to purchase all of their shares at the same price per share (and otherwise on the same terms) as the proposed sale of shares by the Proposed Transferor(s). The Offer shall be open for acceptance by the Offerees for not less than ten days and, if accepted, the sale of all of the Offerees' Shares shall be completed

simultaneously with the completion of the sale of the Proposed Transferor(s)' Shares.

21.2 For the avoidance of doubt:

- (a) the transfer of any shares by the Offerees pursuant to article 21.1 shall not be subject to the right of pre-emption set out in article 17; and
- (b) article 21.1 shall not apply to any transfer of Shares pursuant to article 19.

DECISION MAKING BY SHAREHOLDERS

22. QUORUM FOR GENERAL MEETINGS

22.1 The quorum at any general meeting of the Company shall be two persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder and one shall be a holder of B Shares or a duly authorised representative of such holder. If a quorum is not participating within 30 minutes of the time specified for the relevant general meeting in the notice of the general meeting then the general meeting shall be adjourned for five Business Days at the same time and place. If a quorum is not present at any such adjourned general meeting within 30 minutes of the time specified, then the quorum at such adjourned general meeting shall any shareholder or a duly authorised representative of such holder.

22.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

23. CHAIRING GENERAL MEETINGS

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

24. VOTING

24.1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder.

24.2 Any resolution proposed as a written resolution in relation to any of the matters listed in article 24.1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

25. POLL VOTES

- 25.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 25.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

26. PROXIES

- 26.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".
- 26.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

27. MEANS OF COMMUNICATION TO BE USED

- 27.1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered personally, at the time of delivery;
 - (b) if delivered by commercial courier, at the time of signature of the courier's delivery receipt;
 - (c) if sent or supplied by electronic means (including e-mail), one hour after the notice was sent or supplied; or
 - (d) if sent by pre-paid United Kingdom first class post to an address in the United Kingdom, two Business Days after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; and
 - (e) if deemed receipt under the previous paragraphs of this article is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of deemed receipt and all references to time are to local time in the place of deemed receipt.

- 27.2 To prove delivery it is sufficient to prove that the notice was transmitted by fax to the correct fax number of the party, sent by e-mail to the correct e-mail address of the party and such e-mail was acknowledged or, in the case of post, that the envelope containing the notice was properly addressed and posted.

28. INDEMNITY AND INSURANCE

- 28.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, 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 affairs; and
- (b) 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 28.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

- 28.2 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.

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

- 28.4 In this article:

- (a) a "**relevant officer**" means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.

Schedule – Model Articles

**MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED
BY SHARES**

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

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

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

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

“chairman” has the meaning given in article 12;

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

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

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

“distribution recipient” has the meaning given in article 31;

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

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

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

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

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

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;
“participate”, in relation to a directors’ meeting, has the meaning given in article 10;
“proxy notice” has the meaning given in article 45;
“shareholder” means a person who is the holder of a share;
“shares” means shares in the company;
“special resolution” has the meaning given in section 283 of the Companies Act 2006;
“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;
“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

Directors’ general authority

3. Subject to the articles, the directors are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

Shareholders’ reserve power

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

Directors may delegate

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

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

as they think fit.

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

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

Committees

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

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

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

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

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

Unanimous decisions

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

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

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

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

Calling a directors' meeting

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

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

(a) its proposed date and time;

(b) where it is to take place; and

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

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

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

Participation in directors' meetings

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

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

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

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

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

Quorum for directors' meetings

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

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

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

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

Chairing of directors' meetings

- 12.—**(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

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

Conflicts of interest

- 14.—**(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its

subsidiaries which do not provide special benefits for directors or former directors.

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

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

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

Records of decisions to be kept

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

Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

Methods of appointing directors

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

(a) by ordinary resolution, or

(b) by a decision of the directors.

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

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

Termination of director's appointment

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

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

Directors' remuneration

- 19.**—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

- 20.** The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

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

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

Powers to issue different classes of share

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

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

Company not bound by less than absolute interests

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

Share certificates

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

(2) Every certificate must specify—

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

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

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

(5) Certificates must—

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

Replacement share certificates

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

- (a) damaged or defaced, or

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

Share transfers

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

Transmission of shares

- 27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

- 28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

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

Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

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

(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

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

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

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

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

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

Payment of dividends and other distributions

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

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

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

- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, “the distribution recipient” means, in respect of a share in respect of which a dividend or other sum is payable—
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—
- (a) the terms on which the share was issued, or
 - (b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

- 33.—(1) All dividends or other sums which are—
- (a) payable in respect of shares, and
 - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If—
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

Non-cash distributions

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

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

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

Waiver of distributions

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

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

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

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

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

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

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

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

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

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

- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

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

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

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

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

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

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

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

Quorum for general meetings

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

Chairing general meetings

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

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

(a) the directors present, or

- (b) (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

Attendance and speaking by directors and non-shareholders

- 40.**—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not—
- (a) shareholders of the company, or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

- 41.**—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the company’s general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

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

Errors and disputes

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

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

Poll votes

44.—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

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

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

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

Content of proxy notices

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

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

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

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

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

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

46.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

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

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

Amendments to resolutions

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

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

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

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

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

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

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

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

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

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

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

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

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

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

(a) any director of the company;

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

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

No right to inspect accounts and other records

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

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

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

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a “relevant director” means any director or former director of the company or an associated company.

Insurance

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

(2) In this article—

- (a) a “relevant director” means any director or former director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.