

PRIVATE COMPANY LIMITED BY SHARES
INCORPORATED UNDER THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION
OF
PLANET X LTD

kpmg

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ARTICLES OF ASSOCIATION

OF

PLANET X LTD

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. MODEL ARTICLES DO NOT APPLY

No model articles set out in any legislation apply as the company's articles of association.

2. DEFINED TERMS

2.1 In the articles:

"Allotment" means any allotment of shares or grant of rights to subscribe for, or to convert any security into, shares in the company;

"alternate" or "alternate director" has the meaning given in article 30;

"appointor" has the meaning given in article 30;

"Approved Majority Transaction" means a Majority Transaction that is approved by:

- (a) three quarters of the Trustee Directors;
- (b) three quarters of the directors of the company;
- (c) three quarters of the beneficiaries of the Trust who have been beneficiaries for a minimum period of at least 12 months; and
- (d) David Anthony Loughran (for so long as he holds one or more of the shares in the company);

"Approved Minority Transaction" means a Minority Transaction that is approved by:

- (a) three quarters of the Trustee Directors;
- (b) three quarters of the directors of the company;
- (c) David Anthony Loughran (for so long as he holds one or more of the shares in the company);

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

"Asset Sale" means the disposal by any Group Company of assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 75% or more (by book value) of the consolidated gross tangible assets of the Group at that time;

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

"Board" means the directors of the company from time to time;

"call" has the meaning given in article 40;

"call notice" has the meaning given in article 40;

"chairman" has the meaning given in article 15;

"chairman of the meeting" has the meaning given in article 67;

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

"company" means Planet X Ltd;

"company's lien" has the meaning given in article 38;

"conflict of interest" has the meaning given in article 19;

"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 57;

"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;

"Employee" means an individual employed pursuant to a contract of employment with the company any subsidiary of the company from time to time;

"Employee Council" means the employee council of the company appointed in accordance with the Employee Council Rules (if any);

"Employee Council Representative Director" means a director of the company that is appointed to the Board by the Employee Council in accordance with the Employee Council Rules (to the extent an Employee Council is so constituted and such a director has been so appointed);

"Employee Council Rules" means the rules applying to the Employee Council (to the extent constituted) relating to the Trust adopted by the Company and the Trustee in accordance with the Shareholders' Agreement;

"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;

"Group Company" means the Company and any company which is a Holding Company of the Company or a subsidiary of the Company or of such Holding Company;

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

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

"instrument" means a document in hard copy form;

"lien enforcement notice" has the meaning given in article 39;

"Majority Transaction" means any transaction, including without limit the sale of shares in the company by the Trustee or any Allotment, that would reduce the Trustee's shareholding in the company to below 51 per cent of all shares in the company;

"Minority Transaction" means any transaction, other than a Majority Transaction, including without limit the sale of shares in the company by the Trustee or any Allotment, that directly or indirectly:

- (a) reduces the shares in the company held by the Trustee below the percentage of all shares in the company held by the Trustee immediately before such transaction;
- (b) reduces the shares in the company held by David Anthony Loughran below the percentage of all shares in the company held by the David Anthony Loughran immediately before such transaction;

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

"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Company having the rights and being subject to the restrictions set out in the articles;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 10;

"partly paid", in relation to a share, means that part of that share's nominal value or any premium at which it was issued has not been paid to the company;

"proxy notice" has the meaning given in article 73;

"proxy notification address" has the meaning given in article 74;

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

"shares" means shares in the company, of whatever class;

"Shareholders' Agreement" means the shareholders' agreement relating to the affairs of the company entered into on or around the date that these articles were adopted between (1) the company (2) the trustee of the Trust and (3) David Anthony Loughran;

"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;

"Trust" means the Planet X Employee Ownership Trust established by the Trust Deed;

"Trust Deed" means the deed establishing the Trust made on or around the date of these articles and made between (1) the company and (2) Planet X EOT Trustees Limited, a company incorporated in England (company registration no. 12345093), as original trustee;

"Trustee" means the trustee or trustees for the time being of the Trust; and

"Trustee Directors" means the directors of the Trustee from time to time;

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

- 2.2 Unless otherwise specified, other words or expressions contained in the articles have the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

3. LIABILITY OF MEMBERS

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

4. DIRECTORS' GENERAL AUTHORITY

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

5. SHAREHOLDERS' RESERVE POWER

- 5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

- 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6. DIRECTORS MAY DELEGATE

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

- (a) to such person or committee (consisting of two or more persons and at least one of them must be a director);
 - (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 decide.

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

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

7. PAY POLICY

7.1 The Board shall ensure that the company puts in place and maintains from time to time a pay policy (the "Pay Policy") that sets out the key principles and parameters that govern pay.

7.2 Any material changes to the Pay Policy shall require the approval of:

- (a) a majority of the Remuneration Committee (to the extent that a Remuneration Committee is constituted);
- (b) a majority of the Trustee Directors; and
- (c) a majority of the Employee Council (to the extent that an Employee Council is constituted); and
- (d) David Anthony Loughran for such time as he shall hold any share in the capital of the Company.

7.3 The company will not make any payments to Employees in addition to their contractual basic salary otherwise than in accordance with the provisions of the Pay Policy and the Shareholders' Agreement or otherwise as required by law.

8. COMMITTEES

8.1 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.

8.2 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.

8.3 The Board shall ensure that the company constitutes and maintains two committees, namely:

- (a) the Remuneration Committee; and
- (b) the Appointments Committee.

8.4 The Remuneration Committee:

- (a) is established for the purpose of approving the pay and bonuses of the directors and employees of the company and its subsidiaries (including in relation to any bonus intended to be a qualifying bonus under section 312A Income Tax (Earnings and Pensions) Act 2003;
- (b) shall comprise representatives of the Trustee Directors and the Board;

- (c) shall perform such functions and have such terms of reference as shall be prescribed to it by the Board from time to time; and
- (d) shall meet annually or as otherwise agreed.

8.5 The Appointments Committee:

- (a) is established for the purpose of recommending directors for appointment to the Board;
- (b) shall comprise representatives of the Trustee Directors and the Board; and
- (c) shall perform such functions and have such terms of reference as shall be prescribed to it by the Board from time to time.

9. EMPLOYEE COUNCIL

- 9.1 The Board shall ensure that the company provides for a Planet X Employee Council to be constituted in accordance with clause 8.1 of the Shareholders' Agreement and the Employee Council Rules.
- 9.2 Appointment of Employee Council members will be carried out in accordance with the Employee Council Rules.
- 9.3 The Employee Council Rules may be amended from time to time by the Board provided that, once the Employee Council has been established, any amendment must be approved in advance by a decision of the members of the Employee Council taken in accordance with the Employee Council Rules.
- 9.4 Any resolution of the Employee Council is advisory only and the Board shall not be bound to act on it.
- 9.5 The Employee Council may, giving reasonable notice, request the presence of directors at Employee Council meetings if required and directors shall have the right to attend at least 2 (two) Employee Council meetings in any year. It is expected that directors will share information on business development regularly at Employee Council meetings.
- 9.6 The Employee Council may ask the Board anything it wishes in relation to the operation of the company, any of its subsidiaries or the Trust, and subject to any restrictions at law, the Board must answer unless doing so would in its reasonable opinion:
 - (a) damage the company's interests; or
 - (b) divulge information which is confidential or would otherwise breach any contractual obligations with a third party.

Where an Employee Council meeting is attended by a member of the Board then the Board member shall advise on the extent to which any responses to the Employee Council questions may be shared with wider employees and the timing and form of any such communication, in line with the Employee Council Rules.

- 9.7 The Board shall provide the Employee Council with management level information about the development of the business on an annual basis.
- 9.8 The Board will encourage and support Employees' involvement in Employee Council business. It will provide facilities for the Employee Council to meet and such administrative support as the Employee Council reasonably requires in order to perform its functions. The Board will provide a reasonable budget to allow Employee Council members to receive training in finances and other skills appropriate to their role.
- 9.9 Disputes between the Board and the Employee Council shall be mediated by an independent Trustee Director, being a Trustee Director who is neither an employee of the Group or a holder of shares in the capital of the Company.

DECISION-MAKING BY DIRECTORS

10. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

10.1 Decisions of the directors may be taken:

- (a) at a directors' meeting; or
- (b) in the form of a directors' written resolution.

10.2 But if:

- (a) the company only has one director; and
 - (b) no provision of the articles requires it to have more than one director,
- the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

11. CALLING A DIRECTORS' MEETING

11.1 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 that notice.

11.2 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.

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

11.4 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 before, on or after the date on which the meeting is held. Where the 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.

12. PARTICIPATION IN DIRECTORS' MEETINGS

12.1 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.

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

12.3 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.

13. QUORUM FOR DIRECTORS' MEETINGS

13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two and must always comprise:

- (a) one director appointed in accordance with article 25.2 (if such director has been so appointed); and
- (b) the Employee Council Representative Director appointed in accordance with article 25.3 (if such director has been so appointed).

14. MEETINGS WHERE TOTAL NUMBER OF DIRECTORS LESS THAN QUORUM

14.1 This article applies where the total number of directors for the time being is less than the quorum for directors' meetings.

14.2 If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

14.3 If there is more than one director:

(a) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so; and

(b) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

15. CHAIRING OF DIRECTORS' MEETINGS

15.1 The directors may appoint a director to chair their meetings.

15.2 The person so appointed for the time being is known as the chairman.

15.3 The directors may terminate the chairman's appointment at any time.

15.4 If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

16. VOTING AT DIRECTORS' MEETINGS: GENERAL RULES

16.1 Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors.

16.2 Subject to the articles, each director participating in a directors' meeting has one vote.

17. CASTING VOTE

17.1 Subject to article 17.2, if the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall have a casting vote.

17.2 Article 17.1 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.

18. ALTERNATES VOTING AT DIRECTORS' MEETINGS

A director who is also an alternate director has an additional vote on behalf of each appointor who is:

(a) not participating in a directors' meeting; and

(b) would have been entitled to vote if they were participating in it.

19. SITUATIONAL CONFLICTS

19.1 A director, notwithstanding his or her office and that in this situation he or she has, or can have a direct or indirect interest or duty that conflicts, or possibly may conflict, with the interests of the company (a "Situational Conflict"), may be:

(a) appointed as director of the company by notice in writing by any shareholder in accordance with these articles;

(b) a shareholder or an employee or director or other officer of, or otherwise engaged by or interested in, the Trustee or any other shareholder;

(c) an employee or director or other officer of any subsidiary of the company or any other body corporate in which the company is otherwise interested; or

- (d) a beneficiary of any trust or trusts established for the benefit of employees and directors or former employees and directors of the company.
- 19.2 The directors may, in accordance with this article, authorise any matter not provided for in article 19.1 which would, if not authorised, involve a director breaching his or her duty under section 175 of the Companies Act 2006 to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the company's interests.
- 19.3 An authorisation referred to in article 19.2 is effective only if:
 - (a) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other director who has a direct or indirect interest in the matter; and
 - (b) the matter is agreed to without the director in question or any other director who has a direct or indirect interest in the matter voting or would have been agreed to if their votes had not been counted.
- 19.4 The directors may:
 - (a) authorise a matter pursuant to article 19.2 on such terms and for such duration, or impose such limits or conditions on it, as they may decide; and
 - (b) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.
- 19.5 Any terms, limits or conditions imposed by the directors in respect of their authorisation of a director's conflict of interest or possible conflict of interest pursuant to article 19.2 may provide that:
 - (a) if the director has (other than as a director) information in relation to the matter in respect of which the director owes a duty of confidentiality to another person, the director is not obliged to disclose that information to the company or to use or apply it in performing his or her duties as a director;
 - (b) the director is to be excluded from discussions in relation to the matter whether at a directors' meeting or any committee of directors or otherwise;
 - (c) the director is not to be given any documents or other information in relation to the matter; and
 - (d) the director may or may not vote (or may or may not be counted in the quorum) at a directors' meeting or any committee of directors in relation to any resolution relating to the matter.
- 19.6 A director does not infringe any duty which the director owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 if the director acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of their authorisation of that director's conflict of interest or possible conflict of interest given pursuant to article 19.2.
- 19.7 A reference in the articles to a "conflict of interest" includes a conflict of interest and duty and a conflict of duties.
- 20. RETENTION OF REMUNERATION AND BENEFITS
- 20.1 A director is not, by reason of being a director, required to account to the company for any remuneration or other benefit which the director derives from, or in connection with, a relationship involving a conflict of interest or possible conflict of interest which is either authorised by article 19.1 or has been authorised by the directors pursuant to article 19.2 or by the company in general meeting but this is subject, in each case, to any terms, limits or conditions that apply in respect of that authorisation.

20.2 If a director has declared the nature and extent of his or her interest (to the extent required by the Companies Act 2006), the director, by reason of being a director, is not required to account to the company for any remuneration or other benefit which the director derives from, or in connection with:

- (a) being a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is directly or indirectly interested;
- (b) acting (other than as auditor) alone or through an entity or firm in a professional capacity for the company and the director, entity or firm is entitled to remuneration for professional services as if the director was not a director; or
- (c) being a director or other officer of, or employed by, or otherwise interested in the company's subsidiaries or any other body corporate in which the company is interested (and, for the purpose of this paragraph, the definition of "director" in article 2.1 does not apply).

20.3 A transaction or arrangement referred to in article 20.2 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to in that article.

20.4 A director's receipt of any remuneration or other benefit referred to article 20.1 or 20.2 does not constitute an infringement of the director's duty under section 176 of the Companies Act 2006.

21. CONFLICTS OF INTEREST AND VOTING

21.1 If:

- (a) a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested; and
- (b) the director has declared the nature and extent of his or her interest (to the extent required by the Companies Act 2006),

that director is to be counted as participating in that meeting, or part of a meeting, for quorum purposes and the director may vote at that meeting or part of a meeting but this is subject, in each case, to the terms, limits or conditions that apply in respect of any authorisation given by the directors pursuant to article 19.2 or by the company in general meeting.

21.2 Subject to article 21.3, 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.

21.3 If any question as to the right to participate in the meeting (or part of the meeting) arises 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.

22. PROPOSING DIRECTORS' WRITTEN RESOLUTIONS

22.1 Any director may propose a directors' written resolution.

22.2 The company secretary (if any) must propose a directors' written resolution if a director requests.

22.3 A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.

22.4 Notice of a proposed directors' written resolution must indicate:

- (a) the proposed resolution; and
- (b) the time by which it is proposed that the directors should adopt it.

- 22.5 Notice of a proposed directors' written resolution must be given in writing to each director.
- 22.6 Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.
23. ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS
- 23.1 A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, but only if, those directors would have formed a quorum at such a meeting.
- 23.2 It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 23.3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.
- 23.4 The directors or the company secretary (if any) must ensure that the company keeps a record, in writing, of all directors' written resolutions for at least 10 years from the date of their adoption.
24. DIRECTORS' DISCRETION TO MAKE FURTHER RULES
- Subject to the articles, the directors may make any rule which they decide about how they take decisions, and about how those rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

25. METHODS OF APPOINTING DIRECTORS
- 25.1 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;
 - (b) by a decision of the directors; or
 - (c) by a notice given in accordance with article 27.
- 25.2 Notwithstanding article 25.1, for such time as he holds one or more of the shares in the capital of the company, Dave Anthony Loughran, may appoint one director (including himself) by notice to the Company.
- 25.3 Notwithstanding article 25.1, the Employee Council may nominate one director as the Employee Representative Director, such Employee Representative Director to be appointed by notice of the Trustee to the Company. The Employee Council and the Trustee must act in accordance with the Employee Council Rules when making any nomination of the Employee Representative Director pursuant to this article 25.3. Upon confirmation of an appointment to the role of Employee Representative Director, the Company shall make available such training as may be considered reasonable by the Board for the appointed Employee Representative Director, in order to facilitate their understanding of the role.
26. TERMINATION OF DIRECTOR'S APPOINTMENT
- 26.1 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) notification is received by the company from the director that the director is resigning from office, and that resignation has taken effect in accordance with its terms; or
 - (f) the directors resolve that the person should cease to be a director because the person and their alternate (if any) has been absent from directors' meetings for six consecutive months without the directors' permission.
- 26.2 The removal of a person as a director in accordance with article 26.1(f) is not to be taken as depriving that person of compensation or damages payable to that person in respect of the termination of their appointment as director or of any appointment terminating with that as director.
- 27. DIRECTOR'S REMOVAL BY MAJORITY SHAREHOLDERS
- 27.1 The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at a general meeting of the company may at any time by notice to the company executed by or on behalf of the holder or holders remove any director from office.
- 27.2 A removal of a director under article 27.1:
 - (a) is to be sent or supplied to the company in accordance with article 76; and
 - (b) takes effect in accordance with the terms of the notice on the company's receipt of it.
- 28. DIRECTORS' REMUNERATION
- 28.1 Directors may perform any services for the company that the directors decide.
- 28.2 Directors are entitled to such remuneration as the directors shall decide with the approval of the Remuneration Committee (to the extent such has been constituted):
 - (a) for their services to the company as directors; and
 - (b) for any other service which they perform for the company.
- 28.3 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.
- 28.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 29. DIRECTORS' EXPENSES
- 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.

ALTERNATE DIRECTORS

- 30. APPOINTMENT AND REMOVAL OF ALTERNATES
- 30.1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

30.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

30.3 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 the proposed alternate is willing to act as the alternate of the director giving the notice.

31. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

31.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

31.2 Except as the articles specify otherwise, alternate directors are:

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

31.3 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 participating (but only if that person's appointor is not participating); and
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

No alternate may be counted as more than one director for the purposes of article 30.3(a).

31.4 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except that part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

32. TERMINATION OF ALTERNATE DIRECTORSHIP

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;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

PART 3 SHARES AND DISTRIBUTIONS

SHARES

33. SHARE CAPITAL

33.1 The Company shall not be limited by an 'authorised share capital'.

34. POWERS TO ISSUE SHARES

34.1 No Allotment may be made to any person unless such Allotment is:

- (a) an Approved Minority Transaction (where such allotment constitutes a Minority Transaction);
- (b) an Approved Majority Transaction (where such allotment constitutes a Majority Transaction).

34.2 The company may purchase its own shares in any way allowed by the Companies Act 2006.

INTERESTS IN SHARES

35. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

SHARE CERTIFICATES

36. SHARE CERTIFICATES

36.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

36.2 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) the amount paid up on them; and
- (d) any distinguishing numbers assigned to them.

36.3 No certificate may be issued in respect of shares of more than one class.

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

36.5 Certificates must:

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

37. REPLACEMENT SHARE CERTIFICATES

37.1 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.

37.2 A shareholder exercising the right to be issued with 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.

PARTLY PAID SHARES

38. COMPANY'S LIEN OVER PARTLY PAID SHARES

38.1 The company has a lien (the "company's lien") over every share which is partly paid for any part of:

- (a) that share's nominal value; and
- (b) any premium at which it was issued,

which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

38.2 The company's lien over a share:

- (a) takes priority over any third party's interest in that share; and
- (b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.

38.3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien is not subject to it, either wholly or in part.

39. ENFORCEMENT OF THE COMPANY'S LIEN

39.1 Subject to the provisions of this article, if:

- (a) a lien enforcement notice has been given in respect of a share; and
- (b) the person to whom the notice was given has failed to comply with it,

the company may sell that share in such manner as the directors decide.

39.2 A lien enforcement notice:

- (a) may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the share or to a transmittee; and
- (e) must state the company's intention to sell the share if the notice is not complied with.

39.3 Where shares are sold under this article:

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

39.4 The net proceeds of such a sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost, stolen or destroyed certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.

- 39.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
40. CALL NOTICES
- 40.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a shareholder requiring the shareholder to pay the company a specified sum of money (a "call") which is payable in respect of shares which that shareholder holds at the date when the directors decide to send the call notice.
- 40.2 A call notice:
- (a) may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the company by way of premium);
 - (b) must state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 40.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 days have passed since the notice was sent.
- 40.4 Before the company has received any call due under a call notice, the directors may:
- (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,
- by a further notice in writing to the shareholder in respect of whose shares the call is made.
41. LIABILITY TO PAY CALLS
- 41.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 41.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 41.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them to pay calls:
- (a) which are not the same; or
 - (b) at different times.
42. WHEN CALL NOTICE NEED NOT BE ISSUED
- 42.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium) on:
- (a) allotment;
 - (b) the occurrence of a particular event; or
 - (c) a date fixed by or in accordance with the terms of issue.
- 42.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

43. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

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

- (a) the directors may issue a notice of intended forfeiture to that person; and
- (b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.

43.2 For the purposes of this article:

- (a) the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date;
- (b) the "relevant rate" is:
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been decided by the directors; or
 - (iii) if no rate is fixed in either of these ways, five percent a year.

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

44. NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

45. DIRECTORS' POWER TO FORFEIT SHARES

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other money payable in respect of the forfeited shares and not paid before the forfeiture.

46. EFFECT OF FORFEITURE

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

- (a) all interests in that share, and all claims and demands against the company in respect of it; and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was before the forfeiture and the company.

46.2 Any share which is forfeited in accordance with the articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors decide.

46.3 If a person's shares have been forfeited:

- (a) the company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a shareholder in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the company for cancellation;
- (d) that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the directors may waive payment of those sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

46.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they decide.

47. PROCEDURE FOLLOWING FORFEITURE

47.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

47.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

47.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

47.4 If the company sells a forfeited share, the person who held it before its forfeiture is entitled to receive from the company the proceeds of that sale, net of any commission, and excluding any amount which:

- (a) was, or would have become, payable; and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share, but no interest is payable to that person in respect of those proceeds and the company is not required to account for any money earned on them.

48. SURRENDER OF SHARES

48.1 A member may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture;
- (b) which the directors may forfeit; or
- (c) which has been forfeited.

48.2 The directors may accept the surrender of such a share.

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

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

TRANSFER AND TRANSMISSION OF SHARES

49. SHARE TRANSFERS

- 49.1 No shareholder is permitted to transfer any shares save as expressly permitted by these articles.
- 49.2 A share may be transferred by any shareholder to the Trustee or by the Trustee:
- (a) to the company (subject to the provisions of the Act);
 - (b) to any new trustee(s) of the Trust;
 - (c) in the case of a Minority Transaction, provided that it is an Approved Minority Transaction; or
 - (d) in the case of a Majority Transaction, provided that it is an Approved Majority Transaction.
- 49.3 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:
- (a) the transferor; and
 - (b) (if any of the shares is partly paid) the transferee.
- 49.4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 49.5 The company may retain any instrument of transfer which is registered.
- 49.6 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 49.7 Subject to article 49.8, 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.
- 49.8 Notwithstanding anything contained in these articles the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer is made pursuant to article 49.2.

50. TRANSMISSION OF SHARES

- 50.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 50.2 Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.
- 50.3 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.
- 50.4 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.

51. EXERCISE OF TRANSMITTEES' RIGHTS

- 51.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 51.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 51.3 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.

52. TRANSMITTEES BOUND BY PRIOR NOTICES

- 52.1 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.

CONSOLIDATION OR DIVISION OF SHARES

53. SHARES RESULTING FROM A SUB-DIVISION

A resolution authorising the company to sub-divide its shares or any of them may decide that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others.

54. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

- 54.1 This article applies where:

- (a) there has been a consolidation or division of shares; and
- (b) as a result, holders of the shares are entitled to fractions of shares.

- 54.2 The directors may:

- (a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable;
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (c) distribute the net proceeds of sale in due proportion among the holders of the shares.

- 54.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure decided by the directors, that holder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

- 54.4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

- 54.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DIVIDENDS AND OTHER DISTRIBUTIONS

55. PROCEDURE FOR DECLARING DIVIDENDS

- 55.1 Notwithstanding any other provision of these articles, dividends may only be paid in accordance with the terms of the Shareholders' Agreement.
- 55.2 Subject to Article 55.1, the company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 55.3 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.

- 55.4 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 55.5 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.
- 55.6 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.
- 55.7 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.
- 55.8 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 incur by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.
56. CALCULATION OF DIVIDENDS
- 56.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 56.2 Except as otherwise provided by the articles or the rights attached to shares, a dividend or other sum which is a distribution may be declared and paid in any currency decided by the directors. The directors may decide the rate of exchange for any currency conversions that may be required and how any costs involved are to be met.
- 56.3 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 56.4 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.
57. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS
- 57.1 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:
 - (i) to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share); or
 - (ii) (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 that 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.
- 57.2 In the articles, "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;
- (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.

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

58.1 If:

- (a) a share is subject to the company's lien; and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

the directors may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

58.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

58.3 The company must notify the distribution recipient in writing of:

- (a) the fact and amount of any deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any deduction; and
- (c) how the money deducted has been applied.

59. NO INTEREST ON DISTRIBUTIONS

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.

60. UNCLAIMED DISTRIBUTIONS

60.1 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.

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

60.3 If:

- (a) 12 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.

61. NON-CASH DISTRIBUTIONS

61.1 Subject to the terms of issue of a share, 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 the share by transferring non-cash assets of equivalent value (including shares or other securities in any company).

61.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they decide, 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 to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

62. WAIVER OF DISTRIBUTIONS

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

63. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

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

- (a) decide to capitalise:
 - (i) any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend; or
 - (ii) any sum standing to the credit of any of the company's reserve accounts (including any share premium account, capital redemption reserve or redenomination 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.

63.2 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.

63.3 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.

63.4 A capitalised sum which has been appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
- (b) 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.

63.5 Subject to the articles the directors may:

- (a) apply capitalised sums in accordance with articles 62.3 and 62.4 partly in one way and partly in another;

- (b) make such arrangements as they decide 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

64. ANNUAL GENERAL MEETINGS

- 64.1 The Company shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.
- 64.2 Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Board shall think fit.
- 64.3 The business at an annual general meeting shall include:
 - (a) the consideration of the accounts, balance sheets, reports of the directors of the Company and auditors;
 - (b) any information shared with the Employee Council pursuant to article Error! Reference source not found.9.7 which has been agreed by the Board to be shared with the Employees; and
 - (c) the appointment of the auditors.
- 64.4 In addition to the provisions of article 68.2, the chairman of the meeting shall:
 - (a) invite the Employees to, and permit the Employees to attend, each annual general meeting of the Company, in accordance with such process as may be determined by the Board from time to time, acting reasonably; and
 - (b) permit the Employees to speak and raise queries of the Board, subject to such restrictions as to confidentiality and procedure as he shall see fit.

65. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 65.1 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.
- 65.2 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 those resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 65.3 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.
- 65.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 65.5 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.

66. QUORUM FOR GENERAL MEETINGS

Two Shareholders present either in person, by proxy or by duly appointed corporate representative shall be a quorum. 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.

67. CHAIRING GENERAL MEETINGS

67.1 If the directors have appointed a chairman, the chairman is entitled to chair general meetings if present and willing to do so.

67.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 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.

67.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

68. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

68.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

68.2 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.

69. ADJOURNMENT

69.1 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.

69.2 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.

69.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

69.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time, date and place to which it is adjourned or state that it is to continue at a time, date and place to be fixed by the directors; and
- (b) have regard to any directions as to the time, date and place of any adjournment which have been given by the meeting.

69.5 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 seven 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 the notice is required to contain.

69.6 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

70. VOTING: GENERAL

70.1 Each share shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to vote on written resolutions and on a poll or written resolution to exercise one vote per share.

70.2 If there is an equality of votes, the chairman of the meeting shall not have a second or casting vote.

70.3 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.

71. ERRORS AND DISPUTES

71.1 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.

71.2 An objection must be referred to the chairman of the meeting, whose decision is final.

72. POLL VOTES

72.1 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.

72.2 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) at least two directors;
- (c) at least one person having the right to vote on the resolution; or
- (d) a person or persons representing not less than 5 percent of the total voting rights of all the shareholders having the right to vote on the resolution.

72.3 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.

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

73. CONTENT OF PROXY NOTICES

73.1 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 decide; 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.

- 73.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 73.3 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.
- 73.4 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.
74. DELIVERY OF PROXY NOTICES
- 74.1 A notice of a general meeting must specify the address or addresses (each a "proxy notification address") at which the company will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or (unless the directors decide otherwise in relation to a specific general meeting) electronic form.
- 74.2 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.
- 74.3 A proxy notice must be delivered to a proxy notification address before the start of the general meeting or adjourned meeting to which it relates.
- 74.4 An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address.
- 74.5 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.
- 74.6 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.
75. AMENDMENTS TO RESOLUTIONS
- 75.1 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 decide); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 75.2 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.
- 75.3 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.

RESTRICTIONS ON SHAREHOLDERS' RIGHTS

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

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the company in respect of that share have been paid.

APPLICATION OF RULES TO CLASS MEETINGS

77. CLASS MEETINGS

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

PART 5

ADMINISTRATIVE ARRANGEMENTS

78. MEANS OF COMMUNICATION TO BE USED

78.1 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.

78.2 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 these notices or documents for the time being.

78.3 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.

79. DEEMED DELIVERY OF DOCUMENTS AND INFORMATION

79.1 Any document or information sent or supplied by the company (whether or not under the articles) is deemed to have been received by the intended recipient as follows:

- (a) if the document or information is sent (whether in hard copy or electronic form) by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient 24 hours after it was posted;
- (b) if the document or information is sent (whether in hard copy or electronic form) by second class post from an address in the United Kingdom to another address in the United Kingdom and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient 48 hours after it was posted;
- (c) if the document or information is sent (whether in hard copy or electronic form) by airmail from an address in the United Kingdom to an address outside the United Kingdom and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient 72 hours after it was posted; and
- (d) if the document or information is sent or supplied by electronic means and the company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 24 hours after it was sent.

79.2 In calculating a period of hours for the purpose of this article, it is immaterial whether a day is a working day or not.

80. JOINT HOLDERS

In relation to documents or information to be sent or supplied to joint holders of shares, anything to be agreed or specified by all the joint holders may be agreed or specified by the joint holder whose name appears first in the register of members.

81. COMPANY SEALS

81.1 Any common seal may only be used by the authority of the directors.

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

81.3 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.

81.4 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.

82. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

83. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

84. AUTHENTICATION OF DOCUMENTS

A director, the company secretary (if any) or a person appointed by the directors for the purpose may authenticate any document that the company is required to authenticate.

DIRECTORS' INDEMNITY AND INSURANCE

85. INDEMNITY

85.1 Subject to article 85.2, 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); or
- (c) any other liability incurred by that director as an officer of the company or an associated company.

85.2 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.

85.3 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.

86. INSURANCE

86.1 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.

86.2 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.