

Company Number : 07619952

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

GROUP LEARNER LIMITED

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COMPANIES HOUSE

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

- 1 That the one issued ordinary share of £1.00 each in the capital of the Company is re-designated as one Y ordinary share of £1 00 each (such share having the rights and being subject to the conditions contained in the Company's articles of association adopted pursuant to resolution 2 below);
- 2 That on the passing of this resolution the articles of association contained in the document signed by the Chairman for the purposes of identification are adopted as the new articles of association of the Company to the exclusion of, and in substitution for, the existing articles of association of the Company.
- 3 That pursuant to the provisions of section 551 of the Companies Act 2006 (the "Act"), the directors be generally and unconditionally authorised to exercise all the powers of the Company to allot shares in the Company provided that:-
  - 3.1 the maximum aggregate nominal amount of such shares that may be allotted under this authority is £999.00 (comprising 600 X ordinary shares of £1.00 each and 399 Y ordinary shares of £1 00 each); and
  - 3.2 this authority shall, (unless revoked, varied or renewed in accordance with the Act), expire on the fifth anniversary of this

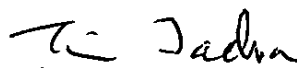
resolution (except that the Company may, before such expiry, make an offer or agreement which will or might require shares to be allotted after such expiry and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired);

and the authority granted by this resolution is in substitution for any authority to allot shares previously granted to the directors which (to the extent that it remains in force and unexercised) is revoked

- 4 That in accordance with section 570 of the Act the directors be generally authorised to allot equity securities (as defined in section 560 of the Act) pursuant to the authority given in resolution 3 above as if section 561(1) of the Act (existing shareholders' right of pre-emption) did not apply to such allotment and the directors can make an offer or agreement which will or might require equity securities to be allotted after the expiry of the authority given by this resolution.

The undersigned, being all of the persons entitled to vote on the above resolutions on the date of circulation of them by the Company, irrevocably vote in favour of them

Staffline Group Plc

  
Signature

1 JUNE 2011  
Date

#### NOTES

- 1 The date of circulation of the attached resolution is 1 June 2011 Unless the resolutions are passed before the end of the period 28 days beginning with that date, they will lapse.
- 2 Please indicate your agreement to the resolutions by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - a. by hand - by returning the signed copy by hand delivery to Timothy Jackson at the Company's registered office address, or
  - b. by writing - by posting the signed copy by first class post to Timothy Jackson at the Company's registered office address; or

- 
- c.     **by e mail** - by scanning a copy of the signed document and e mailing it to Timothy Jackson at [Tim.Jackson@staffline.co.uk](mailto:Tim.Jackson@staffline.co.uk)
- 3     If you do not support any of the resolutions you do not need to do anything. You will not be deemed to agree if you fail to reply. If you wish to agree to some of the resolutions but not others, please delete clearly those resolutions you do not support before signing, dating and returning the document
- 4     Once you have indicated your agreement to the resolutions, you may not withdraw your agreement.

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Company Number: 07619952

## Articles of Association of Group Learner Limited

Adopted by Written Resolution passed on **1 JUNE** 2011

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## Contents

1	Interpretation	1
2	Adoption of the Model Articles	3
3	Directors' meetings	4
4	Unanimous decisions of directors	4
5	Number of directors	5
6	Calling a directors' meeting	5
7	Quorum for directors' meetings	5
8	Chairing of directors' meetings	6
9	Directors' interests	6
10	Records of decisions to be kept	8
11	Appointment and removal of directors	8
12	Alternate directors	9
13	Share capital	10
14	Unissued shares	11
15	Further issues of shares authority	12
16	Share transfers	12
17	Obligatory transfers	13
18	Quorum for general meetings	16
19	Chairing general meetings	16
20	Voting	16
21	Poll votes	17
22	Proxies	17
23	Means of communication to be used	17
24	Indemnity and insurance	18

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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**GROUP LEARNER LIMITED**

**(Adopted by written resolution passed on 1 JUNE 2011)**

**Agreed terms**

**1 Interpretation**

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

<b>Act</b>	the Companies Act 2006;
<b>appointor</b>	has the meaning given in article 12.1;
<b>Articles</b>	the Company's articles of association for the time being in force;
<b>Business Day</b>	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,
<b>Conflict</b>	has the meaning given in article 9.1;
<b>Controlling Interest</b>	an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
<b>Eligible Director</b>	any Eligible X Director or Eligible Y Director (as the case may be),
<b>Eligible X Director</b>	an X Director who would be entitled to vote on the matter at a meeting of directors (but excluding any X Director whose vote is not to be counted in respect of the particular matter);
<b>Eligible Y Director</b>	a Y Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Y Director whose vote is not to be counted in respect of the particular matter),

<b>Expert</b>	an independent firm of accountants appointed by the shareholders or, in the absence of agreement between the shareholders on the expert or his terms of appointment within 10 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator);
<b>Fair Value</b>	in relation to shares, as determined in accordance with article 17.4,
<b>Interested Director</b>	has the meaning given in article 9.1;
<b>Model Articles</b>	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 ( <i>SI 2008/3229</i> ) as amended prior to the date of adoption of these Articles,
<b>Original Shareholder</b>	a shareholder who transfers its shares to a Permitted Transferee in accordance with article 16.3;
<b>Permitted Group</b>	in relation to a company (wherever incorporated), any wholly owned Subsidiary of that company, any company of which it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company, and each company in a Permitted Group is a member of the Permitted Group. Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time;
<b>Permitted Transferee</b>	in relation to a shareholder that is a company, any member of the same Permitted Group as that company;
<b>Subsidiary</b>	in relation to a company wherever incorporated (a holding company) means "subsidiary" as defined in section 1159 of the Act Unless the context requires otherwise, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time;
<b>Transfer Notice</b>	an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served it shall be referred to as a <b>Deemed Transfer Notice</b> ;
<b>Writing or</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or

<b>written</b>	combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 16 and article 17 "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax);
<b>X Director</b>	any director appointed to the Company by holders of the X Shares;
<b>Y Director</b>	any director appointed to the Company by holders of the Y Shares;
<b>X Share</b>	an ordinary share of £1 in the capital of the Company designated as an X Share; and
<b>Y Share</b>	an ordinary share of £1 in the capital of the Company designated as a Y Share.

- 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 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

## 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.



- 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), 49 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)" 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"
- 2.5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

## **Directors**

### **3 Directors' meetings**

- 3.1 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 4
- 3.2 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.
- 3.3 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
- 3.4 If at any time at or before any meeting of the directors or of any committee of the directors all X Directors participating or all Y Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.
- 3.5 A committee of the directors must include at least one X Director and one Y Director. The provisions of article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors.

### **4 Unanimous decisions of directors**

- 4 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.

4 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.

4 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.

## **5 Number of directors**

The number of directors shall not be less than two and no more than 10, made up of 5 X Directors and 5 Y Directors. No shareholding qualification for directors shall be required

## **6 Calling a directors' meeting**

6 1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one X Director and one Y Director) 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:

6 2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

6 2.2 copies of any papers to be discussed at the meeting.

6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

## **7 Quorum for directors' meetings**

7 1 Subject to article 7.2, the quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Eligible X Director (or his alternate) and one at least an Eligible Y Director (or his alternate). 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 10 Business Days at the same time and place.

7.2 For the purposes of any meeting (or part of a meeting):

7.2.1 held pursuant to article 9 to authorise a Conflict of a Director; or

7.2.2 at which a Director is not permitted to vote on any resolution in accordance with article 9 3 as a result of a Conflict,

then if the relevant director is a X Director, the quorum for such meeting (or part of a meeting) shall be two Y Directors and if the relevant director is a Y

Director, the quorum for such meeting (or part of a meeting) shall be two X Directors

## 8 Chairing of directors' meetings

The post of chairman of the directors will be held by an X Director. The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

## 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 (**Conflict**).

9.2 Any authorisation under this article will be effective only if:

9.2.1 to the extent permitted by the Act, 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;

9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

9.2.3 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):

9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

9.3.2 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;

9.3.3 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;

9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

9.3.5 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

- 9.3.6 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 who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under article 9.1 shall be necessary in respect of any such interest.
- 9.7 Any X Director or Y Director shall be entitled from time to time to disclose to the holders of the X Shares or (as the case may be) the holders of the Y Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one X shareholder or (as the case may be) Y shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.
- 9.8 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.
- 9.9 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.
- 9.10 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 9.9.

9.11 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:

9.11.1 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;

9.11.2 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;

9.11.3 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,

9.11.4 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;

9.11.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

9.11.6 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 Appointment and removal of directors**

11.1 The holder of a majority of the X Shares for the time being shall be entitled to appoint 5 persons to be X Directors of the Company and the holder of a majority of the Y Shares for the time being shall be entitled to appoint 5 persons to be Y Directors of the Company.

- 11.2 Any X Director may at any time be removed from office by the holder of a majority of the X Shares and any Y Director may at any time be removed from office by the holder of a majority of the Y Shares. Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases.
- 11.3 If any X Director or any Y Director shall die or be removed from or vacate office for any cause, the holder of a majority of the X Shares (in the case of an X Director) or the holder of a majority of the Y Shares (in the case of a Y Director) shall appoint in his place another person to be an X Director or a Y Director (as the case may be).
- 11.4 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the X Shares or Y Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 11.5 The right to appoint and to remove X or Y Directors under this article shall be a class right attaching to the X Shares and the Y Shares respectively.
- 11.6 If no X Shares or Y Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 11.7 No X Director or Y Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

## **12 Alternate directors**

- 12.1 Any director (other than an alternate director) (in this article, the appointor) may appoint any person (whether or not a director) except for an existing director representing the other class of shares 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. In these Articles, where the context so permits, the term "X Director" or "Y Director" shall include an alternate director appointed by an X Director or a Y Director (as the case may be). 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.
- 12.2 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.
- 12.3 The notice must.
  - 12.3.1 identify the proposed alternate; and
  - 12.3.2 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.

- 12.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.
- 12.5 Except as the Articles specify otherwise, alternate directors:
- 12.5.1 are deemed for all purposes to be directors;
  - 12.5.2 are liable for their own acts and omissions;
  - 12.5.3 are subject to the same restrictions as their appointors; and
  - 12.5.4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), 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
- 12.6 A person who is an alternate director but not a director.
- 12.6.1 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
  - 12.6.2 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).
- 12.7 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).
- 12.8 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
- 12.9 An alternate director's appointment as an alternate terminates:
- 12.9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - 12.9.2 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
  - 12.9.3 when the alternate director's appointor ceases to be a director for whatever reason.

## Shares

### 13 Share capital

13.1 Except as otherwise provided in these Articles, the X Shares and the Y Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

13.2 On the transfer of any share as permitted by these Articles:

13.2.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and

13.2.2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

13.3 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.

13.4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

13.4.1 any alteration in the Articles;

13.4.2 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

13.4.3 any resolution to put the Company into liquidation.

#### 14 Unissued shares

14.1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) every shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee.

14.2 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.



- 14.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

## 15 Further issues of shares: authority

- 15.1 Subject to article 14 and the remaining provisions of this article 15, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to.

15.1.1 offer or allot;

15.1.2 grant rights to subscribe for or to convert any security into, or

15.1.3 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

- 15.2 The authority referred to in article 15.1:

15.2.1 shall be limited to a maximum nominal amount of £[600] of X Shares and £[400] of Y Shares or such other amount as may from time to time be authorised by the Company by ordinary resolution;

15.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

15.2.3 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).

## 16 Share transfers

- 16.1 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

- 16.2 No share shall be transferred.

16.2.1 (other than pursuant to Articles 16.3 and 17) without the written consent of the holder of a majority of the X Shares and the holder of a majority of the Y Shares, in each case at the date of such transfer; and

16.2.2 unless the transfer is made in accordance with these Articles.

- 16.3 An Original Shareholder may at any time transfer all (but not some only) of its shares in the Company to a Permitted Transferee without being required

to serve a Transfer Notice or comply with the pre-emption procedure set out in this article 16. If a Permitted Transferee ceases to be a member of the Permitted Group, the Permitted Transferee must, not later than the date five Business Days after the date on which it so ceases, transfer all (but not some only) of its shares in the Company back to the Original Shareholder or to a member of the same Permitted Group as the Original Shareholder (which in either case is not in liquidation), failing which the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.

- 16.4 Any transfer of shares by way of a sale that is required to be made under article 16 or article 17 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.
- 16.5 Subject to article 16.6, the directors shall forthwith register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 16.6 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 16.6, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 16.7 To enable the directors to determine whether or not there has been a disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 10 Business Days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction.

## **17 Obligatory transfers**

- 17.1 If any of the following events (**Obligatory Transfer Events**) happen to a shareholder (in this article, the **Seller**), it shall serve a Transfer Notice on the other shareholder (in this article, the **Buyer**) as soon as possible, which shall include details of the Obligatory Transfer Event:

- 17 1.1 the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's Group in which a new company assumes (and is capable of assuming) all the obligations of the shareholder, provided that such reconstruction or amalgamation does not result in a transfer of the shareholder's shares in the Company to any person other than a Permitted Transferee; or
- 17 1.2 the presentation at court by any competent person of a petition for the winding up of the shareholder; or
- 17 1.3 a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the shareholder although in the case of a Permitted Transferee that ceases to be a member of the Permitted Group, it shall transfer the shares back to the Original Shareholder or to another Permitted Transferee in accordance with article 16.3 rather than serve a Transfer Notice under this article; or
- 17.1.4 the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder; or
- 17.1.5 any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
- 17.1.6 the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986, or
- 17 1 7 the shareholder entering into a composition or arrangement with its creditors; or
- 17.1.8 any chargor taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- 17 1.9 a process having been instituted that could lead to the shareholder being dissolved and its assets being distributed among the shareholder's creditors, shareholders or other contributors; or
- 17.1.10 the shareholder ceasing to carry on its business or substantially all of its business; or
- 17.1.11 the shareholder committing a material or persistent breach of any shareholders' agreement to which it is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the other shareholder requiring such remedy; or

17 1.12 in the case of the Obligatory Transfer Events set out in paragraphs (a), (b), (d) or (e) above, any competent person takes any analogous step in any jurisdiction in which the shareholder carries on business

If the shareholder that has suffered the Obligatory Transfer Event fails to serve a Transfer Notice, it shall be regarded as giving a Deemed Transfer Notice in relation to all its shares in the Company on the date on which the other shareholder becomes aware of the Obligatory Transfer Event.

17.2 As soon as practicable after service, or deemed service, of the Transfer Notice, the shareholders shall appoint an Expert to determine the Fair Value of the Seller's shares in the Company.

17.3 The Buyer has the right, within 15 Business Days of receiving notification of the Fair Value determined by the Expert (the first day being the day after the Buyer receives the Fair Value notification) to serve a written notice on the Seller to buy all of the Seller's shares at the Fair Value and upon service of such notice the Buyer will have the right to buy all of the Seller's shares at the Fair Value determined by the Expert.

17 4 In this article the Fair Value of the shares to be sold in the Company shall be the value that the Expert certifies to be the fair market value in his opinion based on the following assumptions:

17.4.1 the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Seller's shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares);

17.4 2 the sale is between a willing buyer and a willing seller on the open market;

17.4.3 the sale is taking place on the date that the Obligatory Transfer Event occurred;

17.4.4 if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so;

17.4.5 the shares are sold free of all encumbrances; and

17.4.6 to take account of any other factors that the Expert reasonably believes should be taken into account.

If any problem arises in applying any of the assumptions set out in this article 17.4, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit

17.5 The Expert shall be requested to determine the Fair Value within 30 Business Days of his appointment and to notify the shareholders in writing of his determination.

- 17.6 Subject to any confidentiality provisions, the Expert may have access to all accounting records and other relevant documents of the Company.
- 17.7 The Expert's determination shall be final and binding on the shareholders (in the absence of fraud or manifest error)
- 17.8 The Buyer is bound to buy all the Seller's shares when it gives notice to the Seller under article 17.3 that it wishes to do so
- 17.9 If, at the expiry of the period specified in article 17.3, the Buyer has not notified the Seller that it wants to buy the shares, the Seller may retain the shares
- 17.10 If the Seller fails to complete the transfer of shares as required under this article, the Company:
  - 17.10.1 is irrevocably authorised to appoint any person as agent to transfer the shares on the Seller's behalf and to do anything else that the Buyer may reasonably require to complete the sale; and
  - 17.10.2 may receive the purchase price in trust for the Seller, giving a receipt that shall discharge the Buyer.

#### **Decision making by shareholders**

#### **18 Quorum for general meetings**

- 18.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of X Shares or a duly authorised representative of such holder and one shall be a holder of Y Shares or a duly authorised representative of such holder.
- 18.2 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.

#### **19 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.

#### **20 Voting**

- 20.1 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 except that:

20.1.1 in the case of any resolution proposed to remove a Y Director whether under section 168 of the Act or otherwise the holder of the Y Shares voting against any such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat such resolution: and

20.1.2 in the case of any resolution proposed to remove a X Director whether under section 168 of the Act or otherwise the holder of the X Shares voting against any such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat such resolution.

20 2 Any resolution proposed as a written resolution in relation to any of the matters listed in article 20 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.

## **21 Poll votes**

21 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.

21.2 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.

## **22 Proxies**

22.1 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".

22.2 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**

### **23 Means of communication to be used**

23.1 Subject to article 23 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

23.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours 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;

- 23.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 23.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 23 1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 23.2 Any notice, document or other information served on, or delivered to, an intended recipient under article 16 or article 17 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.
- 23.3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

## 24 Indemnity and insurance

- 24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
  - 24.1.1 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
  - 24.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 24.1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.
- 24.2 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.

24.3 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.

24.4 In this article

24.4.1 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

24.4.2 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.