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Registered No. 7714007

ARTICLES OF ASSOCIATION

of

TCCT HOLDINGS UK LIMITED

(articles adopted on 1 October 2011)

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26/11/2011

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**Part 1**  
**Interpretation and Limitation of Liability**

**1. Exclusion of other regulations and defined terms**

1 1 No regulations or model articles contained in any statute or subordinate legislation, including those contained in the Model Articles, apply to the Company

1 2 In these articles, unless the context requires otherwise

**"Accounting Period"** means the period commencing on 1 October in any year and ending on 30 September in the next following year or such other accounting period as may be adopted by the Company,

**"A Director"** means a Director of the Company appointed by the holder of the majority of A Shares pursuant to article 16 and unless otherwise stated includes the duly appointed alternate of such a director,

**"Affiliate"** in relation to a Shareholder, means any body corporate that is directly or indirectly, controlling, Controlled by or under common Control with, that body corporate,

**"these articles"** means the articles of association of the Company as amended from time to time and the expression "**this article**" shall be construed accordingly,

**"Alternate Director"** has the meaning given in article 20,

**"Appointor"** has the meaning given in article 20,

**"A Shares"** means the A ordinary shares of £1 each in the capital of the Company having the rights and restrictions set out in these articles,

**"B Director"** means a Director of the Company appointed by the holder of the majority of B Shares pursuant to article 16 and unless otherwise stated includes the duly appointed alternate of such a director,

**"Business Day"** means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for business (other than solely for trading and settlement in euro) in London,

**"B Shares"** means the B ordinary shares of £1 each in the capital of the Company having the rights and restrictions set out in these articles,

<b>"Chairman"</b>	has the meaning given in <u>article 11</u> .
<b>"Chairman of the meeting"</b>	has the meaning given in <u>article 51</u> .
<b>"Companies Acts"</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company,
<b>"Completion Date"</b>	shall have the meaning ascribed in the Shareholders' Agreement,
<b>"Conflict"</b>	has the meaning given in <u>article 13</u> .
<b>"Conflicts of interest"</b>	include a conflict of interest and duty and a conflict of duties and "interest" includes both direct and indirect interests,
<b>"Control"</b>	in relation to a body corporate means the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the rights to receive the majority of the income of that body corporate on any distribution by it of all its income or the majority of its assets on a winding up,
<b>"C Director"</b>	means a Director of the Company appointed by the holders of the C shares pursuant to <u>article 16</u> and unless otherwise stated includes the duly appointed alternate of such a director,
<b>"C Shares"</b>	means the C ordinary shares of £1 each in the capital of the Company having the rights and restrictions set out in these articles,
<b>"Director"</b>	means a director of the Company, and includes any person occupying the position of director, by whatever name called,
<b>"Disposal"</b>	shall have the meaning ascribed in the Shareholders' Agreement,
<b>"Distribution Recipient"</b>	has the meaning given in <u>article 42</u> .

<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form,
<b>"First Shareholder"</b>	means Thomas Cook Retail Limited (Registered Number 102630) whose registered office is at The Thomas Cook Retail Park, Coningsby Road, Peterborough PE3 8SB, United Kingdom,
<b>"fully paid"</b>	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,
<b>"Group"</b>	means the Company and its subsidiaries for the time being and <b>"member of the Group"</b> and <b>"Group Company"</b> shall be construed accordingly,
<b>"Group Transferee"</b>	means a body corporate to whom Shares have been transferred under <u>article 35</u> ,
<b>"holder"</b>	in relation to shares means the person whose name is entered in the register of members as the holder of the shares,
<b>"instrument"</b>	means a document in hard copy form,
<b>"LIBOR"</b>	shall have the meaning ascribed in the Shareholders' Agreement,
<b>"Model Articles"</b>	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model articles) Regulations 2008 (SI 2009/3229) as amended prior to the adoption of these articles,
<b>"paid"</b>	means paid or credited as paid,
<b>"participate"</b>	in relation to a Directors' meeting, has the meaning given in <u>article 9</u> ,
<b>"Permitted Situation"</b>	has the meaning given in <u>article 13</u> ,
<b>"Proxy notice"</b>	has the meaning given in <u>article 57</u> ,
<b>"Second Shareholder"</b>	means Co-operative Specialist Businesses Limited (Registered Number IP30841) whose registered address is at New Century House, Manchester M60 4ES,
<b>"Shares"</b>	means the A Shares, the B Shares and the C Shares and



**Share** shall be a reference to each of them,

<b>"Shareholder"</b>	means the First Shareholder, the Second Shareholder and the Third Shareholder and <b>Shareholders</b> shall mean all of them,
<b>"Shareholder Company"</b>	in relation to a Director, means the Shareholder that appointed him and any Affiliate of that Shareholder,
<b>"Shareholders' Agreement"</b>	means the agreement dated 29 October 2010, as amended by letter agreement on 17 March 2011 and novated, amended and restated on September 2011 between the First Shareholder, the Second Shareholder, the Third Shareholder, the Company and Thomas Cook Group plc (Registered number 6091951),
<b>"Third Party Purchaser"</b>	shall have the meaning ascribed in the Shareholders' Agreement,
<b>"Third Shareholder"</b>	means Midlands Co-operative Society Limited (IP10143R) whose registered office is at Central House, Hermes Road, Lichfield, Staffordshire WS13 6RH,
<b>"Thomas Cook Group"</b>	means Thomas Cook Group plc (Registered number 6091951) and its subsidiaries for the time being and <b>"member of the Thomas Cook Group"</b> shall be construed accordingly,
<b>"Transmittee"</b>	means a person entitled to a share by operation of law,
<b>"Ultimate Parent"</b>	in relation to a Shareholder means the person (if any) which is not itself subject to Control but which has Control of that Shareholder, either directly or through a chain of persons each of which has control over the next person in the chain,
<b>"writing"</b>	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

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

**2 Share Capital**

- 2 1 The liability of the members is limited to the amount, if any, unpaid on the Shares held by them
- 2 2 Save with prior consent of each of the First Shareholder and the Second Shareholder, the issued share capital of the Company shall not exceed 27,067,822 shares of £1 divided into 18,000,102 A Shares, 8,120,347 B Shares and 947,373 C Shares

## **Part 2 Directors**

### **Directors' Powers and Responsibilities**

#### **3. Directors' general authority**

Subject to these articles and the terms and conditions of the Shareholders' Agreement, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

#### **4. Shareholders' reserve power and effect of altering the articles**

- 4 1 The Shareholders may, by special resolution or by unanimous written agreement (which, for the avoidance of doubt shall include the Shareholders' Agreement), direct the Directors to take, or refrain from taking, any specified action
- 4 2 No such special resolution or unanimous written agreement invalidates anything which the Directors have done before the passing of the resolution or entry into of such written agreement (as applicable)
- 4 3 No alteration of these articles invalidates anything which the Directors have done before the alteration was made

#### **5. Directors may delegate**

- 5 1 Subject to these articles and the terms and conditions of the Shareholders' Agreement, the Directors may delegate any of the powers which are conferred on them under these articles
  - (A) to such person or committee,
  - (B) by such means (including by power of attorney),
  - (C) to such an extent,
  - (D) in relation to such matters or territories, and
  - (E) on such terms and conditions,

as they think fit
- 5 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 5 3 Where a provision in these articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by

the Directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

- 5 4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

## **6. Committees**

- 6 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these articles and the terms and conditions of the Shareholders' Agreement which govern the taking of decisions by Directors
- 6 2 The Directors may make rules of procedure for all or any committees PROVIDED that such rules are not inconsistent with these articles and/or the and the terms and conditions of the Shareholders' Agreement

### **Decision-Making by Directors**

## **7. Voting at Director's meetings**

- 7 1 Subject to the terms of the Shareholders' Agreement, resolutions of the Directors shall be decided by majority of the votes cast
- 7 2 Each Director appointed by the First Shareholder shall have one vote, each Director appointed by the Second Shareholder shall have one vote and the C Director (if any) shall have one vote PROVIDED that if there are only three A Directors present (in person or by their alternate) and able to cast a vote on any particular matter then they shall each have one vote and one third vote and if there are only two A Directors present (in person or by their alternate) and able to cast a vote on any particular matter then they shall each have two votes and if there is only one A Director present (in person or by his alternate) and able to cast a vote on any particular matter then he shall have four votes If there is only one B Director present (in person or by his alternate) and able to cast a vote on any particular matter then he shall have two votes

## **8 Calling a Directors' meeting**

- 8 1 The Directors shall hold meetings in London or Manchester as the directors may determine or such other place in the United Kingdom as may from time to time be agreed between the First Shareholder and the Second Shareholder at least once every month
- 8 2 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or any Director or Shareholder may authorise the Company secretary (if any) to give such notice
- 8 3 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

8 4 Notice of a Directors' meeting must be given to each Director

8 5 Wherever practicable, at least five Business Days' notice of each meeting of the Directors shall be given to each Director and shall be accompanied by an agenda and a board paper setting out in such reasonable details as may be practicable in the circumstances the subject matter of the meeting Breach of this article shall not affect the validity of any meeting of the Directors which was otherwise validly convened

8 6 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 either before or after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

## 9. Participation in Directors' meetings

9 1 Subject to these 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 these 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

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

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

## 10 Quorum for Directors' meetings

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

10 2 Subject always to article 14.4, a quorum shall exist at any Directors' meeting if at least one A Director and at least one B Director are present or represented by an alternate are present or represented by an alternate

- 10 3 Where a quorum is not present at a Directors' meeting any Director may require that the meeting be reconvened. At least seven Business Days' notice of the reconvened meeting will be given unless all the Directors agree otherwise. At the reconvened meeting, a quorum shall exist with respect to those matters on the agenda which were not disposed of at the original meeting if at least one A Director is present or represented by an alternate.

# **11. Chairing of Directors' meetings**

- 11 1 The First Shareholder shall by notice in writing to the Company and the Second Shareholder appoint a Director to chair meetings of the Directors.
- 11 2 The First Shareholder may terminate the Chairman's appointment at any time by notice in writing to the Company and the other Shareholders.
- 11 3 The Chairman shall preside at any Directors' meeting and general meeting at which he is present.

# **12. Transactions or arrangements with the Company**

- 12 1 Provided that he has disclosed to the Directors the nature and extent of any interest of his in accordance with and to the extent required by the Companies Acts, a Director notwithstanding his office
- (A) may be a party to, or otherwise interested in, any contract with the Company or in which the Company is otherwise interested,
  - (B) may be a Director or other officer of, or employed by, or a party to any contract with, or otherwise interested in, any Shareholder Company, Group Company or in any body corporate promoted by the Company, any Shareholder Company or any Group Company or in which the Company, any Shareholder Company or any Group Company is interested, and
  - (C) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor)
- 12 2 For the purposes of this article
- (A) a Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a Director, officer, employee, Shareholder or otherwise in any Shareholder Company or any Group Company, and
  - (B) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any contract in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such contract of the nature and extent so specified

- 12 3 Where a Director is a Director or other officer of, or employed by, a Shareholder Company or a Group Company, he
- (A) may in exercising his independent judgement take into account the success of that Shareholder Company or other Group Companies as well as the success of the Company, and
  - (B) shall in the exercise of his duties, where that other Group Company is a parent Company or in the case of a Shareholder Company, have a duty of confidentiality to the parent Company or Shareholder Company in relation to confidential information of the parent Company or Shareholder Company, but he shall not be restricted by any duty of confidentiality to the Company from providing information to any parent Company or Shareholder Company

### 13 Conflicts of interest requiring Directors' authorisation

- 13 1 The Directors may, subject to the quorum and voting requirements set out in these articles, authorise any matter which would otherwise involve a Director breaching his duty under the Companies Acts to avoid conflicts of interest ("**Conflict**")
- 13 2 Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and decided upon by the Directors under the provisions of these articles save that the relevant Director shall not count towards the quorum nor vote on any resolution giving such authority
- 13 3 Where the Directors give authority in relation to a Conflict
- (A) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
  - (B) the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority
- 13 4 Where the Directors give authority in relation to a Conflict or where any of the situations referred to in article 13 1 ("**Permitted Situation**") applies
- (A) the Directors may (whether at the relevant time or subsequently) (i) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the Conflict or Permitted Situation, and (ii) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as it may determine,

- (B) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict or Permitted Situation, and
- (C) the Directors may provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence

13 5 A Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company or the Shareholders for any remuneration, profit or other benefit realised by reason of his having any type of interest in a Conflict authorised under this article or in any Permitted Situation and no contract shall be liable to be avoided on the grounds of a Director having any such interest

#### **14. Directors may vote when interested**

- 14 1 Subject to article 14 4 and where applicable to disclosure in accordance with the Companies Acts or these articles and subject to any terms imposed by the Directors in relation to any Conflict or Permitted Situation, a Director shall be entitled to vote in respect of any matter in which he is interested directly or indirectly and if he shall do so his vote shall be counted and, whether or not he does, his presence at the meeting he shall be taken into account in ascertaining whether a quorum is present
- 14 2 Subject to article 14 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
- 14 3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 14 4 A Director shall not be counted in the quorum (nor shall his presence be required in order to constitute a quorum if it would otherwise be required under these articles), nor shall he be entitled to vote, in respect of any action by the Company against the Shareholder who appointed him or any of its Affiliates or any action by the Shareholder who appointed him or any of its Affiliates against the Company

#### **15. Records of decisions to be kept**

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



### **Appointment of Directors**

#### **16. Appointment and removal of Directors**

16 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 by a notice of his appointment given in accordance with the terms of the Shareholders' Agreement

16 2 The total number of Directors appointed shall not exceed seven

#### **17 Termination of Director's appointment**

A person ceases to be a Director as soon as

- (A) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law,
- (B) a bankruptcy order is made against that person,
- (C) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (D) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,
- (E) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (F) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, and
- (G) notice of his removal is given in accordance with the Shareholders' Agreement

#### **18. Directors' remuneration**

No Director shall be entitled to remuneration from the Company for his services as a Director

#### **19. Directors' expenses**

19 1 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

- 19 2 Subject to the Companies Acts, the Directors shall have power to make arrangements to provide a Director with funds to meet expenditure incurred or to be incurred by him for the purpose of the Company or for the purpose of enabling him properly to perform his duties as an officer of the Company or to avoid him incurring any such expenditure

#### **Alternate Directors**

#### **20. Appointment and removal of Alternate Directors**

- 20 1 Any Shareholder who appoints a Director pursuant to article 16 (the "**Appointed Director**") may appoint as an alternate any person to

- (A) exercise the Appointed Director's powers, and
- (B) carry out the Appointed Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Appointed Director (such person known as an "**Alternate Director**")

- 20 2 Any appointment or removal of an Alternate Director must be effected by notice in writing to the Company, the Appointed Director and each other Shareholder signed by the relevant Shareholder, or in any other manner approved by the Directors
- 20 3 The notice must in the case of a notice of appointment, contain a statement signed by the Alternate Director that he is willing to act as the alternate of the Appointed Director

#### **21 Rights and responsibilities of Alternate Directors**

- 21 1 An Alternate Director has the same rights, in relation to any Directors' meeting and all meetings of committees of Directors of which the Appointed Director is a member or Directors' written resolutions, as the Appointed Director
- 21 2 Except as these articles specify otherwise, Alternate Directors
- (A) are deemed for all purposes to be Directors,
  - (B) are liable for their own acts and omissions,
  - (C) are subject to the same restrictions as the Appointed Director, and

(D) are not deemed to be agents of or for the Appointed Director

21 3 Subject to these articles, a person who is an Alternate Director but not also an Appointed Director

(A) may be counted as participating for the purposes of determining whether a quorum is participating (but only if the Appointed Director is not participating), and

(B) may sign or otherwise indicate his agreement to a written resolution (but only if it is not signed or to be signed or otherwise agreed by the Appointed Director)

No alternate may be counted as more than one Director for such purposes

21 4 Subject to these articles, a Director who is also an Alternate Director has an additional vote on behalf of each Appointed Director who

(A) is not participating in a Directors' meeting, and

(B) would have been entitled to vote if he was participating in it

## **22. Termination of alternate Directorship**

22 1 An Alternate Director's appointment as an alternate terminates

(A) when the Shareholder that appointed the alternate revokes the appointment by notice to the Company, the Alternate Director and the other Shareholders 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 Appointed Director, would result in the termination of the Appointed Director's appointment as a Director,

(C) on the death of the Appointed Director, or

(D) when the Appointed Director's appointment as a Director terminates

## **Part 3 Shares and Distributions**

### **Shares**

**23 All shares to be fully paid**

23 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue

- 23 2 This does not apply to shares taken on the formation of the Company by the subscriber to the Company's memorandum

## 24 Share rights

- 24 1 The Shares shall have the same rights and rank *par passu* in all respects save that

- (A) the aggregate dividend to which the holders of the A Shares shall be entitled in respect of each financial year commencing on or after 1 October 2011, shall be an amount calculated in accordance with the following formula

$$\text{A Share dividend} = (\text{Dividend} + 700,000) \times \frac{A}{A + B + C}$$

- (B) the aggregate dividend to which the holders of the B Shares shall be entitled in respect of each financial year commencing on or after 1 October 2011, shall be an amount calculated in accordance with the following formula

$$\text{B Share dividend} = (\text{Dividend} + 700,000) \times \frac{B}{A + B + C} - 700,000$$

- (C) the aggregate dividend to which the holders of the C Shares shall be entitled in respect of each financial year commencing on or after 1 October 2011, shall be an amount calculated in accordance with the following formula

$$\text{C Share dividend} = (\text{Dividend} + 700,000) \times \frac{C}{A + B + C}$$

### where

Dividend = the aggregate amount of the dividend declared by the Board of Directors in respect of the relevant financial year (being the Annual Dividend Amount less the Dividend Adjustment (each as defined in the Shareholders' Agreement) declared in accordance with clause 11 3 of the Shareholders' Agreement)",

A = the number of A Shares in issue at the relevant time,

B = the number of B Shares in issue at the relevant time, and

C = the number of C Shares in issue at the relevant time

## 25. Powers to issue shares

- 25 1 No unissued share, and no right to subscribe for or convert any security into a share, shall be allotted or issued without the prior consent in writing of each Shareholder

**26. Alteration of Share Capital**

Subject to the provisions of the Companies Act, the Company may sub-divide its Shares, or any of them, into Shares of smaller amount and it may be provided that, as between the Shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others provided that none of the shares resulting from the sub-division may have any right, preference or advantage not attached to the Shares immediately prior to the sub-division

**27 Payment of commissions on subscription for shares**

No commission shall be paid by the Company to any person in consideration of his subscribing or agreeing to subscribe for any shares or procuring or agreeing to procure subscriptions for any Shares

**28 Share certificates**

28 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that Shareholder holds

28 2 Every certificate must specify

- (A) in respect of how many shares, of what class, it is issued,
- (B) the nominal value of those Shares,
- (C) that the shares are fully paid, and
- (D) any distinguishing numbers assigned to them

28 3 No certificate may be issued in respect of shares of more than one class

28 4 If more than one person holds a share, only one certificate may be issued in respect of it

28 5 Certificates must

- (A) have affixed to them the Company's common seal, or
- (B) be otherwise executed in accordance with the Companies Acts

**29. Replacement share certificates**

29 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

29 2 A Shareholder exercising the right to be issued with such a replacement certificate

(A) may at the same time exercise the right to be issued with a single certificate or separate certificates,

(B) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

(C) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

### **30 Share transfers**

30 1 Any transfer of shares made in accordance with these articles shall be registered promptly The Directors shall decline to register any transfer of shares which is not made in accordance with the Shareholders' Agreement and these articles and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

30 2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor

30 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share

30 4 The Company shall retain any instrument of transfer which is registered

30 5 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it

### **31 Restrictions on dealing with shares**

No Disposal of any share or any legal or beneficial interest in a share shall be permitted except a transfer of the entire legal and beneficial interest in the share in accordance with these articles or the Shareholders' Agreement

### **32 Ineligible Persons**

No allotment or disposal of any Share shall be made to any person who

(A) is not a body corporate, or

- (B) is engaged or (except as the holder of securities in a body corporate if such securities are listed on a recognised investment exchange as defined in section 285 of the Financial Services and Markets Act 2000) and confer not more than three per cent of the votes which could normally be cast at a general meeting of the body corporate) is directly or indirectly interested in carrying on any business in the United Kingdom which competes with the business of the Company at the time of such allotment or transfer

**33 Lock-in period**

No transfer of Shares shall be permitted prior to the fifth anniversary of the Completion Date except in accordance with article 35, or the Shareholders' Agreement

**34. No partial transfers**

Except in accordance with article 35, no Shareholder shall transfer any class of Shares unless all the Shares of the same class held by such Shareholder (and its Group Transferees) are transferred concurrently to the same transferee

**35. Permitted Transfers**

- 35 1 A Shareholder may transfer any Share to any other body corporate in the same Group provided that the transferee shall first have entered into a deed of adherence in the form set out in Schedule 1 of the Shareholders' Agreement

35 2

- (A) A Group Transferee holding A Shares shall transfer, in a manner and to a transferee permitted by the Shareholders' Agreement, all the Shares held by it before it ceases to be in the same Group as the First Shareholder
- (B) A Group Transferee holding B Shares shall transfer, in a manner and to a transferee permitted by the Shareholders' Agreement, all the Shares held by it before it ceases to be in the same Group as the Second Shareholder
- (C) A Group Transferee holding C Shares shall transfer, in a manner and to a transferee permitted by the Shareholders' Agreement, all the Shares held by it before it ceases to be in the same Group as the Third Shareholder

**36. This article has intentionally been left blank**

**37. Transmission of shares**

- 37 1 If title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share
- 37 2 Subject to article 37 3, a Transmitttee who produces such evidence of entitlement to shares as the Directors may properly require

- (A) may, subject to these articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (B) subject to these articles, and pending any transfer of the shares to another person, has the same rights as the holder from whom the Transmitttee derived such entitlement had

37 3 Transmitttees 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 event which gave rise to the transmission, unless they become the holders of those shares

### **38 Exercise of Transmitttees' rights**

38 1 Transmitttees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

38 2 If the Transmitttee wishes to have a share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it

38 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 Transmitttee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

### **39 Transmitttees bound by prior notices**

If a notice is given to a Shareholder in respect of shares and a Transmitttee (or any person nominated under article 37 2 entitled to those shares), the Transmitttee (and any person nominated under article 37 2) is bound by the notice if it was given to the Shareholder before the Transmitttee's name has been entered in the register of members

## **Dividends and Other Distributions**

### **40. Procedure for declaring dividends**

40 1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends

40 2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors

40 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights

40 4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference



to each Shareholder's holding of shares in the class in respect of which the dividend is paid on the date of the resolution or decision to declare or pay it. All dividends shall be 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, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

40 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

40 6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

40 7 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

**41 Intentionally left blank**

41 1 Intentionally left blank

**42 Payment of dividends and other distributions**

42 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (A) transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide,
- (B) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
- (C) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide, or
- (D) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

42 2 In these articles, "**the Distribution Recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:

- (A) the holder of the share,

- (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 operation of law, the Transmitttee

**43. 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 the Shareholders' Agreement

**44. Unclaimed distributions**

44 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

44 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

44 3 If-

- (A) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (B) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

**45 Non-cash distributions**

45 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company)

45 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (A) fixing the value of any assets,
- (B) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (C) vesting any assets in trustees

**46 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

**47 Distribution in specie on winding up**

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability

**48 Capitalisation of profits**

The Directors shall have no power to capitalise any profits of the Company

## Part 4 Decision-Making by Shareholders

### Organisation of General Meetings

#### **49 Attendance and speaking at general meetings**

- 49 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
- 49 2 A person is able to exercise the right to vote at a general meeting when
- (A) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (B) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 49 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
- 49 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
- 49 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

#### **50 Quorum for general meetings**

- 50 1 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
- 50 2 Except when the Company has only one Shareholder, a quorum at any general meeting shall exist if at least two members of whom one shall be a holder of A Shares are present in person or by proxy and entitled to vote
- 50 3 If, and for so long as, the Company has only one Shareholder, that Shareholder present in person or by proxy shall be a quorum at any general meeting of the Company or of the holders of any class of Shares
- 50 4 If a quorum is not present within half an hour (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting, or if during a general meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the Directors may determine

## **51. Chairing general meetings**

- 51 1 If a Chairman has been validly appointed, the Chairman shall chair general meetings if present and willing to do so
- 51 2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- (A) the Directors present, or
- (B) (if no Directors are present), the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 51 3 The person chairing a meeting in accordance with this article is referred to as "**the Chairman of the meeting**"

## **52 Attendance and speaking by Directors and non-Shareholders**

- 52 1 Directors may attend and speak at general meetings, whether or not they are Shareholders
- 52 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

## **53. Adjournment**

- 53 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
- 53 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

53 3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

53 4 When adjourning a general meeting, the Chairman of the meeting must

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

53 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- (A) to the same persons to whom notice of the Company's general meetings is required to be given, and
- (B) containing the same information which such notice is required to contain

53 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

#### **54. Voting**

54 1 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 these articles

54 2 No resolution of the Shareholders to remove any Director from office shall be effective unless a poll is taken and, in respect of any such resolution, the Shareholder who appointed that Director shall be entitled to cast 100 votes in respect of each share held by it This article 54 may not be altered unless all Shareholders agree

#### **55. Errors and disputes**

55 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

55 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

#### **56. Poll votes**

56 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

56 2 A poll may be demanded by

- (A) the chairman of the meeting,
- (B) the Directors, or
- (C) any person having the right to vote on the resolution

A demand for a poll by a proxy counts, for the purposes of paragraph (C) above, as a demand by a Shareholder

56 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

56 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **57. Content of proxy notices**

57 1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

- (A) states the name and address of the Shareholder appointing the proxy,
- (B) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
- (C) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
- (D) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

57 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

57 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

57 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

#### **58. Delivery of proxy notices**

- 58 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- 58 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 58 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 58 4 The Directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice

#### **59 Amendments to resolutions**

- 59 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
  - (A) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine), and
  - (B) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution
- 59 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
- 59 3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution



**Part 5**  
**Administrative Arrangements**

**60 Means of communication to be used**

- 60 1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in accordance with terms of the Shareholders' Agreement
- 60 2 Subject to these articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 60 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
- 60 4 A Shareholder or Director present in person or by proxy or alternate at any meeting of the Company or at any Directors' meeting shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 60 5 General meetings and meetings of the Directors and any committee shall be conducted in English. Notices (including accompanying papers) and minutes of such meetings shall be prepared in English

**61 When notice or other communication deemed to have been received**

Any notice, document or information sent or supplied by the Company to the Shareholders or any of them shall be deemed to have been received at such time as prescribed in the Shareholders' Agreement

**62 Company seals**

- 62 1 Any common seal may only be used by the authority of the Directors
- 62 2 The Directors may decide by what means and in what form any common seal is to be used
- 62 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
- 62 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

### **Indemnity Directors' Indemnity and Insurance**

#### **63. Indemnity**

63 1 Subject to article 63.4, a relevant Director 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,
- (C) any other liability incurred by that Director as an officer of the Company or an associated Company

63 2 The Company may fund a relevant Director's expenditure for the purposes permitted under the Companies Acts and may do anything to enable a relevant Director to avoid incurring such expenditure as provided in the Companies Acts

63 3 No relevant Director shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company

63 4 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

#### **64 Insurance**

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

#### **65. Definitions**

In articles 63 and 64

- (A) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- (B) a "relevant Director" means any Director or former Director of the Company or an associated Company, and

- (C) 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

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