

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMBERS' WRITTEN RESOLUTION
(Section 288 Companies Act 2006)

OF

ALTITUDE FILM ENTERTAINMENT LIMITED ("Company")

Dated: 11 June

2019

The following resolutions were duly passed on the above date by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006 resolutions 1 and 2 as ordinary resolutions and resolution 3 as a special resolution:

ORDINARY RESOLUTIONS

1. That 80,000 issued ordinary share of £0.001 each in the capital of the Company (registered in the name of William James Clarke be redesignated into 80,000 A ordinary shares of £0.001 each, having the rights set out in the articles of association of the Company adopted at resolution 3 below.
2. That 14,117 issued ordinary share of £0.001 each in the capital of the Company (registered in the name of Andrew Graham Mayson be redesignated into 14,117 B ordinary shares of £0.001 each, having the rights set out in the articles of association of the Company adopted at resolution 3 below.

SPECIAL RESOLUTION

3. That the articles of association contained in the draft document annexed to this resolution and signed for identification by the chairman be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.



William James Clarke
Director for and on behalf of
Altitude Film Entertainment Limited

THURSDAY



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COMPANIES HOUSE

Company Number: 07941329

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

New Articles of Association

(Adopted by special resolution passed on 11 June 2019)

of

Altitude Film Entertainment Limited

Incorporated: 8 February 2012

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles the following words and expressions have the following meanings:

A Shares	A ordinary shares of £0.001 each in the capital of the Company having the rights and restrictions set out in these Articles;
Act	the Companies Act 2006;
Appointor	as defined in article 12.1;
Alternate Director	as defined in article 12.1;
Altitude Television	Altitude Television Limited (company number 11653415);
Articles	these articles of association;
Associated Company	as defined in section 256 of the Act;
Auditors	the accountants or auditors of the Company for the time being;
B Shares	B ordinary shares of £0.001 each in the capital of the Company having the rights and restrictions set out in these Articles;
Bad Leaver	a Departing Shareholder who ceases to be a Director or an Employee for any of the following reasons: (i) where the Departing Shareholder resigns for any reason within 3 years from the commencement of his employment with the Company (or any Associated Company); or (ii) where the Departing Shareholder is fairly dismissed at any time in accordance with the terms of his service agreement with the Company (or any Associated Company);
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Buy-Back Notice	as defined in article 18.2.7;
Buy-Back Notice Period	as defined in article 18.2.7;

Chairman	the chairman of the Company for the time being;
Companies Acts	as defined in section 2 of the Act, insofar as they apply to the Company;
Conflict	as defined in article 8.1;
Departing Shareholder	as defined in article 19.1;
Director	a director of the Company for the time being, and includes any person occupying the position of director by whatever name called;
Drag Along Notice	as defined in article 18.3.1;
Eligible Director	a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);
Employee	an employee of the Company or any Associated Company;
Enquiry	as defined in article 21.1;
Excess Securities	as defined in article 17.2.2(b);
Expert	the Auditors or (if the Auditors are unwilling or unable to act) an independent firm of accountants as agreed by and appointed by the relevant Shareholders and the Directors or, in the absence of agreement between the relevant Shareholders and the Directors on the expert or his terms of appointment within 5 Business Days of a Shareholder or Director serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales and whose terms of appointment are agreed by the Directors; and for the purposes of this definition, the parties shall co-operate and do everything reasonably necessary to procure the appointment of the Expert and will not unreasonably refuse to agree his terms of appointment;
Fair Value	as defined in article 18.5.2(b);
Fair Value Certificate	as defined in article 18.5.2(b);
Further Enquiry	as defined in article 21.2;
Good Leaver	a Departing Member who is not a Bad Leaver;

Interested Director	as defined in article 8.1;
Mr Clarke	William James Clarke;
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
Other Shareholders	as defined in article 18.3.1;
Proposed Transferee	as defined in article 18.2.1;
Proposed Transferors	as defined in article 18.4.1;
Proposed Transfer Notice	as defined in article 18.4.1;
Qualifying Offer	as defined in article 18.3.1;
Recipient	as defined in article 21.1;
Sale Notice	as defined in article 18.2.5;
Shares	A Shares and/or B Shares (as the context shall provide);
Shareholder	a person who is the holder of Shares in the capital of the Company;
Tag Along Notice	as defined in article 18.4.2;
Takeover Code	the City Code on Takeovers and Mergers;
Third Party	any person who is not a Shareholder;
Total Transfer Condition	as defined in article 18.2.1;
Transfer Notice	as defined in article 18.2.1;
Transfer Period	as defined in article 18.2.2;
Transfer Shares	as defined in article 18.2.1;
Transfer Terms	as defined in article 18.2.1;
Transferring Shareholder	as defined in article 18.2.1;
Valuation Request	as defined in article 18.5.1;
Vendors	as defined in article 18.3.1.

- 1.2 Save as otherwise specifically provided in these Articles or unless the context otherwise requires, 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.

- 1.3 Save as otherwise specifically provided in these Articles or unless the context otherwise requires, words and expressions defined in the Act shall, unless otherwise defined in these Articles bear the same meanings in these Articles.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 A reference in these Articles to a "**person**" includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).
- 1.7 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. 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 8, 11(2) and (3), 12, 13, 14(1), (2), (3) and (4), 17(2), 26(5), 27, 28, 29, 38, 39 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 2.3 Article 7 of the Model Articles shall be amended by:
 - 2.3.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 2.3.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 2.4 Article 20 of the Model Articles shall be amended by the insertion of the words "(including Alternate Directors) and the secretary (if any)" before the words "properly incur".

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 Save as otherwise provided in these Articles, each Eligible Director shall have one vote for each Share (if any) registered in his name. Accordingly, if a Director does not hold any Shares then, unless otherwise stated in these Articles, he shall have no right to vote as a Director in relation to any provision of these Articles.

4. UNANIMOUS DECISIONS

- 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 5.

5. QUORUM FOR DIRECTORS' MEETINGS

- 5.1 Subject to article 5.2, the quorum for the transaction of business at a meeting of Directors is one Eligible Director consisting of at least Mr Clarke.
- 5.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director and, notwithstanding article 3.4, each Eligible Director present shall have one vote each for the purpose of authorising such conflict.
- 5.3 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 to the same time and place the following week. If a quorum is not present within 30 minutes from the time appointed for the adjourned meeting, then the meeting shall be dissolved.
- 5.4 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - 5.4.1 to appoint further Directors; or
 - 5.4.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

6. CHAIRING OF DIRECTORS' MEETINGS AND CASTING VOTE

- 6.1 The post of Chairman of the Directors will be held by Mr Clarke. If the Chairman for the time being is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 6.2 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting shall not have a casting vote.

7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 7.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 7.4 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;
- 7.5 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
- 7.6 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.

8. DIRECTORS' CONFLICTS OF INTEREST

- 8.1 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 ("**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").

- 8.2 Any authorisation under this article 8 will be effective only if:
- 8.2.1 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;
 - 8.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 8.2.3 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.
- 8.3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently):
- 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 8.3.2 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;
 - 8.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors vote in relation to any resolution related to the Conflict;
 - 8.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 8.3.5 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
 - 8.3.6 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.
- 8.4 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.
- 8.5 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.
- 8.6 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

8.6.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

8.6.2 use or apply any such information in performing his duties as a Director;

where to do so would amount to a breach of that confidence.

8.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9. 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.

10. NUMBER OF DIRECTORS

10.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall not be subject to any minimum or maximum.

10.2 In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions expressed to be vested in the Directors generally.

11. APPOINTMENT OF DIRECTORS

11.1 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

11.2 No shareholding qualification for Directors shall be required.

12. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

12.1 Any Director ("**Appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors (such approval not to be unreasonably withheld or delayed) ("**Alternate Director**"), to:

12.1.1 exercise that Director's powers; and

12.1.2 carry out that Director's responsibilities;

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor.

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

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

13. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

13.1 An Alternate Director may act as Alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor.

13.2 Except as the Articles specify otherwise, Alternate Directors:

13.2.1 are deemed for all purposes to be Directors;

13.2.2 are liable for their own acts and omissions;

13.2.3 are subject to the same restrictions as their Appointors; and

13.2.4 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.

13.3 A person who is an Alternate Director but not a Director:

13.3.1 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);

13.3.2 may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and

13.3.3 shall not be counted as more than one Director for the purposes of articles 13.3.1 and 13.3.2.

13.4 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), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

13.5 An Alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

14. TERMINATION OF ALTERNATE DIRECTORSHIP

An Alternate Director's appointment as an alternate terminates:

- 14.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 14.2 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;
- 14.3 on the death of the alternate's Appointor; or
- 14.4 when the alternate's Appointor's appointment as a Director terminates.

15. SECRETARY

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

SHARES

16. SHARE CLASSES

16.1 General

- 16.1.1 The Company is a private company. No invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public.
- 16.1.2 The issued share capital of the Company at the date of adoption of these Articles is £94,117 divided into 80,000 A Shares and 14,117 B Shares.
- 16.1.3 The rights and restrictions attaching to the respective classes of Share shall be as set out in this article 16.

16.2 Income

- 16.2.1 Save as provided at article 16.2.1, any profits which the Company may determine to distribute in respect of a financial year shall be distributed amongst the holders of the A Shares and the B Shares *pari passu* and *pro rata* to the number of such Shares held by each of them as if the same constituted one class of Share.
- 16.2.2 Any profits originating from Altitude Television which the Company may determine to distribute in respect of a financial year shall be distributed amongst the holders of the A Shares and the B Shares in the following proportions:
 - (a) to the A Shares as a class: 92.5%
 - (b) to the B Shares as a class: 7.5%

16.3 Capital

16.3.1 Save as provided at article 16.3.2, on a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the A Shares and the B Shares *pari passu* and *pro rata* to the number of such Shares held by each of them as if the same constituted one class of Share.

16.3.2 On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares) originating from Altitude Television, the related assets of the Company remaining after the payment of its related liabilities shall be distributed amongst the holders of the A Shares and the B Shares in the following proportions:

- (a) to the A Shares as a class: 92.5%
- (b) to the B Shares as a class: 7.5%

16.4 Voting

Each holder of the A Shares and the B Shares shall have one vote for each such share that he holds and the voting rights shall be allocated between the holders of the A Shares and the B Shares *pari passu* and *pro rata* to the number of such shares held by each of them as if the same constituted one class of share.

16.5 Variation of Rights

Whenever the share capital of the Company is divided into different classes of Shares, the rights attached to each of the classes of Shares may, in each case, be altered or abrogated (whether or not the Company has been wound up) with the written consent of the holders of not less than three quarters of the issued Shares of that class, or with the sanction of a resolution passed at a separate general meeting of the holders of such class of Shares. The provisions of these Articles shall apply, *mutatis mutandis*, to every such separate general meeting, except that:

- 16.5.1 if there shall be only one person who holds Shares of the relevant class, the necessary quorum shall be such one person;
- 16.5.2 in any other case the necessary quorum shall be any persons holding Shares of the relevant class present in person or by proxy holding more than 50% of the Shares of the relevant class; and
- 16.5.3 any holder of Shares in the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every Share of the class held by him.

17. ALLOTMENT OF SHARES

17.1 Authority to Allot

17.1.1 Subject to the remaining provisions of this article 17, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:

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

any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper.

17.1.2 The authority referred to in article 17.1.1:

- (a) shall be limited to a maximum nominal amount of £100,000 (including all Shares which have been issued by the Company on or before the date of these Articles);
- (b) shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of 5 years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require 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).

17.2 Right of First Refusal

17.2.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

17.2.2 Subject to article 17.2.3 and to the provisions of any agreements made between the Shareholders of which the Company shall have been given notice, those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:

- (a) shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in

his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.

17.2.3 The restrictions contained in article 17.2.2 shall not apply if all the Shareholders unanimously consent in writing to waive article 17.2.2.

17.2.4 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 17.2.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 17.2.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with article 17.2.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.

17.3 Employment Related Securities

No Shares shall be allotted to any Employee, Director, prospective Employee or Director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

18. TRANSFER OF SHARES

18.1 Refusal to Register

Notwithstanding the provisions of this article 18, the Directors may decline to register any transfer of any Share (whether or not fully paid) which would otherwise be permitted under these Articles except:

18.1.1 a transfer made pursuant to a Sale Notice or a Buy-Back Notice in accordance with article 18.2;

18.1.2 a transfer made in accordance with articles 18.3 or 18.4; or

18.1.3 a transfer made in accordance with articles 19 or 20.

18.2 Right of First Refusal

18.2.1 Save as provided at articles 18.3 or 18.4, any Shareholder wishing to transfer any of his Shares in the Company ("**Transferring Shareholder**") may give written notice to the Company ("**Transfer Notice**") of that desire, specifying the number of Shares ("**Transfer Shares**"), the proposed transferee(s) of the Transfer Shares (the "**Proposed Transferee**") and the price and other terms upon which he is willing to sell those Shares ("**Transfer Terms**"). As part of the Transfer Terms, the Transferring Shareholder may also state in the Transfer Notice whether he wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this article 18.2, none shall be so sold), but in the absence of such a statement the Transfer Notice shall be deemed not to contain a Total Transfer Condition.

- 18.2.2 The Company shall be the agent of the Transferring Shareholder for the sale of the Transfer Shares for a period of 20 Business Days ("**Transfer Period**") commencing on the date on which the Transfer Notice is received by it.
- 18.2.3 Within 5 Business Days of receipt by the Company of a Transfer Notice it shall give written notice of it to each Shareholder other than the Transferring Shareholder and shall offer to sell the Transfer Shares to them on the Transfer Terms during the Transfer Period in proportion as nearly as may be to their existing holdings of Shares in the Company.
- 18.2.4 Any Shareholder other than the Transferring Shareholder may, by written notice received by the Company at any time during the Transfer Period, elect to purchase, subject to availability, more than his proportion of the Transfer Shares on the Transfer Terms. If any Shareholders elect to purchase less than their full proportion of Transfer Shares, those Shares not purchased by them shall be allocated to those Shareholders (if any) who have elected to purchase more than their respective proportions, such allocation to be made, as nearly as may be, in proportion to their respective holdings of all Shares held by each such Shareholder, provided that no Shareholder shall be obliged to purchase more Shares than he has applied for.
- 18.2.5 If the Transfer Notice in question did not contain a Total Transfer Condition or the Shareholders have elected to purchase all the Transfer Shares, then within 5 Business Days of the expiry of the Transfer Period the Company shall notify the Transferring Shareholder in writing ("**Sale Notice**") of the number of Shares to be transferred on the Transfer Terms, identifying the relevant Shareholders and specifying the date on which the transfers to those Shareholders shall be completed and the Transferring Shareholder shall be bound to comply with the terms of the Sale Notice and in default article 18.6 shall apply.
- 18.2.6 If any Shares shall not be capable without fractions of being offered to the Shareholders pursuant to this article 18.2, they shall be offered to the Shareholders, or some of them, in such proportions or in such manner as may be determined by lots and the lots shall be drawn in such manner as the Directors may think fit.
- 18.2.7 If the total number of Shares to be transferred pursuant to the Sale Notice is less than the total number of Transfer Shares then, if the Directors think fit and subject to the provisions of Part 18 of the Act, the Company may, within 5 Business Days of the date specified in the Sale Notice for the completion of transfers of the Transfer Shares to purchasing Shareholders ("**Buy-Back Notice Period**"), notify the Transferring Shareholder in writing ("**Buy-Back Notice**") that it intends to purchase the remaining Transfer Shares on the Transfer Terms as soon as reasonably practicable and in any event no later than 30 Business Days after the expiry of the Buy-Back Notice Period.
- 18.2.8 If the Transfer Notice in question did not contain a Total Transfer Condition and no Buy-Back Notice is given to the Transferring Shareholder within the Buy-Back Notice Period he shall be entitled for a period of 30 Business Days from the expiry of that Period to transfer the remaining Transfer Shares (if any) to the Proposed Transferee on terms no less onerous nor more advantageous than the Transfer Terms.
- 18.2.9 If the Transfer Notice in question contained a Total Transfer Condition, then no offer of Transfer Shares under this article 18.2 shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Shareholders (or any of

them) and/or by the Company pursuant to article 18.2. If the Directors shall not then receive acceptances in respect of all the Transfer Shares within the Transfer Period and the Buy-Back Notice Period, they shall forthwith give notice in writing of that fact to the Transferring Shareholder and none of the Transfer Shares will be sold to the Shareholders or bought back by the Company pursuant to this article 18.2. The Transferring Shareholder shall then be entitled for a period of 30 Business Days from the expiry of the last of those Periods to transfer all the Transfer Shares to the Proposed Transferee on terms no less onerous nor more advantageous than the Transfer Terms.

18.2.10 The restrictions contained in article 18.2 shall not apply if all the Shareholders (other than the Shareholder subject to the Transfer Notice) unanimously consent in writing to waive article 18.2.

18.3 Drag Along Option

18.3.1 If an offer by a Third Party to acquire (whether by a single transaction or a series of related transactions) the entire issued Shares ("**Qualifying Offer**") is made in writing and the holders of Shares representing in the aggregate 51% or more in nominal value of all of the issued Shares ("**Vendors**") wish to accept it they shall as soon as reasonably practicable give written notice ("**Drag Along Notice**") to the Company and to each of the holders of the remaining Shares (including the holders of any rights to acquire Shares) ("**Other Shareholders**") specifying:

- (a) that the Other Shareholders are required to transfer all their Shares pursuant to this article 18.3;
- (b) the identity of the Third Party (and, if relevant, the transferee(s) nominated by the Third Party);
- (c) the consideration payable by the Third Party (or his nominee) pursuant to the Qualifying Offer (whether in cash or otherwise and whether payable on or at any time after completion of the sale of Shares to the Third Party (or his nominee));
- (d) the proposed date of completion of the sale of the Shares pursuant to the Qualifying Offer.

18.3.2 The consideration (whether in cash or otherwise and whether payable on or at any time after completion of the sale of Shares to the Third Party) for which the Other Shareholders shall be obliged to sell each of their Shares shall be that to which they would be entitled under article 16.3 if the total consideration proposed to be paid by the Buyer (or his nominee) were distributed in the same manner amongst the Vendors and the Other Shareholders and pro rata to the number of Shares but subject always to the particular share rights attaching to that class under article 16.3.

18.3.3 Upon receipt of a Drag Along Notice the Other Shareholders shall be bound to accept the Qualifying Offer upon terms that are no more nor less favourable than the terms accepted by the Vendors subject always to the particular share rights attaching to that class under article 16.3 (unless the Vendors agree that more favourable terms may apply to the Other Shareholders) and completion of the sale of the Shares shall take place on the date specified in the Drag Along Notice.

18.3.4 On completion under article 18.3.3 the Other Shareholders shall:

- (a) deliver transfers in respect of their Shares, together with the relevant share certificates (or appropriate indemnities in the case of missing share certificates) to the relevant Third Party (or his nominee); and
- (b) execute, deliver and do all other such deeds, documents, acts and things as may be necessary to transfer to the Third Party (or his nominee) their Shares upon terms that are no more nor less favourable than the terms accepted by the Vendors subject always to the particular share rights attaching to that class under article 16.3 including, for the avoidance of doubt, the giving of all warranties, indemnities and other obligations agreed to be given by the Vendors (unless the Vendors agree that more favourable terms may apply to the Other Shareholders);

and in default article 18.6 shall apply.

18.3.5 If one or more of the Other Shareholders has reasonable grounds to believe that the Vendors (or any of them) and the relevant Third Party are connected within the meaning of section 1122 of the Corporation Tax Act 2010 or are acting in concert as defined in the Takeover Code he may make a Valuation Request in accordance with article 18.5 and the price per Share payable by the Third Party to the Other Shareholders shall be determined in accordance with that article and the time periods otherwise specified in this article 18.3 shall be suspended from the date on which the Valuation Request is made until the date on which the Fair Value Certificate is received by the Company.

18.3.6 A Drag Along Notice shall be deemed served:

- (a) in respect of all Shares which are held by the Other Shareholders at the date of the Drag Along Notice; and
- (b) in respect of any Shares which the Other Shareholders are entitled to acquire after the date of the Drag Along Notice by reason of any rights conferred upon them as a Director or Employee.

18.3.7 Any Shares which are acquired by any Other Shareholders after the date of the Drag Along Notice must be transferred to the Third Party pursuant to this article 18.3 on the day 2 Business Days after the date on which such Shares are so acquired unless all of the Other Shareholders and the Vendors agree otherwise.

18.3.8 A Drag Along Notice, once given, is irrevocable (save with the prior consent of the Directors) but subject to article 18.3.5 the Drag Along Notice and all obligations under the Drag Along Notice will lapse if for any reason the Vendors do not transfer all of their Shares to the Third Party (or his nominee) on the date specified in the Drag Along Notice. The Vendors may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

18.3.9 The pre-emption rights at article 18.2 shall not apply to this article 18.3.

18.4 Tag Along Right

18.4.1 If the holders of Shares representing in the aggregate 50% or more in nominal value of all of the issued Shares ("**Proposed Transferors**") agree (whether by way of a

single transaction or a series of related transactions) to transfer their Shares to a Third Party they shall, as soon as reasonably practicable give written notice of that agreement to the Company and to each of the other Shareholders ("**Proposed Transfer Notice**"), specifying:

- (a) the identity of the Third Party (and, if relevant, the transferee(s) nominated by the Third Party);
- (b) the number of Shares it is proposed to transfer and the consideration payable by the Third Party (or his nominee) for such Shares (whether in cash or otherwise and whether payable on or at any time after completion of the sale of Shares to the Third Party (or his nominee)); and
- (c) the proposed date of completion of the sale of the Shares to such Third Party (or his nominee).

18.4.2 Any Shareholder who is not a Proposed Transferor may give written notice ("**Tag Along Notice**") to the Company within 5 Business Days of the date of a Proposed Transfer Notice that it requires the Third Party (or his nominee) to acquire his Shares on terms which are no more onerous nor less advantageous than those set out in the Proposed Transfer Notice subject always to the particular share rights attaching to that class under article 16.3.

18.4.3 Unless the Third Party (or his nominee) offers to purchase the Shares of all Shareholders who have given a Tag Along Notice to the Company upon terms which are no more onerous nor less advantageous than those set out in the Proposed Transfer Notice subject always to the particular share rights attaching to that class under article 16.3, no Proposed Transferor shall be permitted to transfer his Shares to the Third Party (or his nominee) and the Company shall be bound to refuse to register any such purported transfer.

18.4.4 If a Shareholder gives a Tag Along Notice to the Company, such Shareholder shall then be bound to sell his Shares to the Third Party upon terms that are no more nor less favourable than the terms accepted by the Proposed Transferors subject always to the particular share rights attaching to that class under article 16.3 (unless the Proposed Transferors agree that more favourable terms may apply to such Shareholder) and completion of the sale of the Shares shall take place on the date specified in the Proposed Transfer Notice.

18.4.5 On completion under article 18.4.4 each Shareholder who has given a Tag Along Notice shall:

- (a) deliver transfers in respect of their Shares, together with the relevant share certificates (or appropriate indemnities in the case of missing share certificates) to the relevant Third Party (or his nominee); and
- (b) execute, deliver and do all other such deeds, documents, acts and things as may be necessary to transfer to the Third Party (or his nominee) their Shares upon terms that are no more nor less favourable than the terms accepted by the Proposed Transferors subject always to the particular share rights attaching to that class under article 16.3 including, for the avoidance of doubt, the giving of all warranties, indemnities and other obligations agreed to be given by the Proposed Transferors (unless the Proposed Transferors agree that more favourable terms may apply to such Shareholders);

and in default article 18.6 shall apply.

18.4.6 If any Shareholder who is not a Proposed Transferor believes, on reasonable grounds, that the Proposed Transferors (or any of them) and the Third Party are connected within the meaning of section 1122 of the Corporation Tax Act 2010 or acting in concert as defined by the Takeover Code, he may make a Valuation Request in accordance with article 18.5 and the price per Share payable by the Third Party shall be determined in accordance with that Article; provided always that if the price is determined to be higher than the price stated in the Proposed Transfer Notice, the Third Party shall be entitled to either withdraw its offer to the Proposed Transferors or proceed with the offer to all Shareholders at the increased price. The Directors shall not register a transfer made in contravention of this Article.

18.4.7 A Tag Along Notice, once given, is irrevocable (save with the prior consent of the Directors) but subject to article 18.4.6 the Tag Along Notice and all obligations under the Tag Along Notice will lapse if for any reason the Proposed Transferors do not transfer all of their Shares to the Third Party (or his nominee) on the date specified in the Proposed Transfer Notice.

18.4.8 The pre-emption rights at article 18.2 shall not apply to this article 18.4.

18.5 Certificate of Fair Value

18.5.1 Any Shareholder may, not later than 5 Business Days after the date of a Drag Along Notice issued pursuant to article 18.3 or a Proposed Transfer Notice issued pursuant to article 18.4, or in any other case where a sale price is not specified in the relevant transfer notice, serve on the Company a notice in writing in accordance with article 18.5.2 ("**Valuation Request**").

18.5.2 A Valuation Request shall:

- (a) (where it relates to a Drag Along Notice or a Proposed Transfer Notice) set out the grounds on which the Shareholder believes that the parties to the proposed transfer are connected within the meaning of section 1122 of the Corporation Tax Act 2010 or acting in concert as defined by the Takeover Code; and
- (b) request that the Company appoints the Expert to certify in writing ("**Fair Value Certificate**") the sum which in their opinion represents the fair value of the relevant Shares at the date of the relevant notice as determined in accordance with article 18.5.4 ("**Fair Value**").

18.5.3 Upon receipt of a Valuation Request, and provided that the Directors consider the grounds set out in it to be reasonable, the Company shall instruct the Expert to produce a Fair Value Certificate and the costs of such Certificate shall be apportioned among the relevant Shareholders or borne by any one or more of them as the Expert in his absolute discretion shall decide.

18.5.4 In certifying the Fair Value, the Expert shall:

- (a) act as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration shall not apply;

- (b) assume that the sale is between a willing seller and a willing buyer;
- (c) assume that the Shares are sold free of restrictions, liens, charges and other encumbrances;
- (d) assume that the sale is occurring on the date on which they are requested to determine the Fair Value;
- (e) value an individual Share as a rateable proportion of the total value of all of the issued Shares of that class in accordance with the particular share rights attaching to that class under article 16.3 but otherwise the value of a Shareholder's shareholding shall not be discounted or enhanced by reference to its size; and
- (f) take account of any other factors that the Expert reasonably believes should be taken into account, including the extent to which value should be attributed to shares of a particular class by reason of the rights attaching to such class of shares; and

if any problem arises in applying any of the assumptions set out in this article 18.5.4, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit.

18.5.5 Subject to any confidentiality provisions, the Expert may have access to all accounting records and other relevant documents of the Company.

18.5.6 A Fair Value Certificate shall be final and binding on the Shareholders (save in the case of fraud or manifest error).

18.5.7 Upon receipt of a Fair Value Certificate, the Company shall as soon as reasonably practicable by notice in writing inform all Shareholders of the Fair Value and

- (a) in the case of a proposed transfer under article 18.3 or article 18.4, the price per Share shall not be less than the Fair Value; and
- (b) in any other case the price per Share shall be the Fair Value.

18.6 Authority to Sell

If in any case under articles 18 to 21 the relevant Shareholder makes default in transferring the relevant Shares after having become bound to do so:

18.6.1 the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent on behalf of the relevant Shareholder):

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Shares to the purchaser(s) of such Shares;
- (b) receive the purchase price and give a good discharge for it (and no purchaser of such Shares shall be obliged to see to the distribution of the purchase price); and

- (c) (subject to the transfer being duly stamped) enter the purchaser(s) of such Shares in the register of members as the holders of the Shares purchased by them; and

18.6.2 the Company shall pay the purchase price into a separate bank account in the Company's name on trust (but without interest) for the relevant Shareholder until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares) to the Company.

18.7 Warranties

Save as otherwise provided in these Articles, any transfer of Shares made under articles 18 to 21 shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.

18.8 Shareholders' Agreement

The Directors may, as a condition to the registration of any transfer of Shares under articles 18 to 21 require that the transferee executes and delivers to the Company a deed, agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company 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). If any condition is imposed in accordance with this article 18.8, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.

18.9 Employment Related Securities

No Shares shall be transferred to any Employee, Director, prospective Employee or Director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

- 18.10 For the purposes of this article 18 "**transfer**", "**transferor**" and "**transferee**" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment.

19. DIRECTOR AND EMPLOYEE SHARES

- 19.1 If any Shareholder ceases to either be a Director or Employee ("**Departing Shareholder**"), the Directors (excluding the Departing Shareholder) may resolve, at any time within 6 months after the Departing Shareholder ceases to be a Director or Employee, that such Departing Shareholder, or any personal representative or trustee in bankruptcy deriving title under him, shall be deemed to have served a Transfer Notice and the provisions of article 18.2 shall apply:

19.1.1 in respect of all Shares which are then held by him, upon the passing of such resolution; and

19.1.2 in respect of any Shares which he or any other person may be entitled to acquire, after the passing of such resolution, by reason of any rights conferred upon him as a Director or Employee, on the date on which such Shares are allotted to him or to such other person following the exercise of such rights;

in each case specifying in the Transfer Notice as the price per Share, the sum referred to in article 19.2.

19.2 The price per Share payable for the Departing Shareholder's Shares shall be:

19.2.1 where the Departing Shareholder is a Good Leaver, the price agreed between the Departing Shareholder (or his personal representatives) and the Directors within 20 Business Days of the date of deemed service of the corresponding Transfer Notice or, in default of agreement within such time, the price paid by the Departing Shareholder per Share or the sum which on the application of the Directors shall be certified by the Expert under article 18.5 as the Fair Value per Share (whichever is the higher); or

19.2.2 where the Departing Shareholder is a Bad Leaver: the price paid by the Departing Shareholder for the Shares or the sum which on the application of the Directors shall be certified by the Expert under article 18.5 as the Fair Value (whichever is the lower).

20. TRANSMISSION OF SHARES

20.1 Any person becoming entitled to a Share in consequence of the death or bankruptcy of an individual Shareholder shall give a Transfer Notice before he elects in respect of any Share to be registered himself or to execute a transfer and the provisions of article 18.2 shall apply.

20.2 If a person becoming so entitled shall not have given a Transfer Notice in respect of any Share within 6 months of the death or bankruptcy, the Directors may at any time after that upon resolution passed by them give notice requiring such person within 20 Business Days of such notice to give a Transfer Notice in respect of all such Shares for which he has not previously given a Transfer Notice. If he does not do so he shall at the end of such 20 Business Days be deemed to have given such a Transfer Notice and the provisions of article 18.6 shall apply.

20.3 Where a Transfer Notice is given or deemed to be given under this article 20, the Transfer Notice shall be deemed to specify a price per Share equal to the price paid by the deceased or bankrupt Shareholder for the Shares or the sum which on the application of the Directors shall be certified by the Expert under article 18.5 as the Fair Value (whichever is the higher).

21. ENQUIRIES

21.1 For the purpose of ensuring that a transfer of Shares is to be made in accordance with these Articles or that no circumstances have arisen whereby a transfer has been made other than in accordance with the provisions of these Articles, the Directors may from time to time by notice in writing ("**Enquiry**") require any Shareholder or any person named as transferee in any transfer lodged for registration ("**Recipient**") to furnish to the Company such information as evidence (written or otherwise) to the Directors' reasonable satisfaction regarding any matter which they may reasonably deem relevant to such purpose.

21.2 If the Directors do not receive information or evidence which in their reasonable opinion satisfies the requirements of the Enquiry within a reasonable period as specified in the Enquiry (not being less than 10 Business Days from the date of the Enquiry), the Directors may serve on the Recipient a further notice ("**Further Enquiry**") which shall:

- 21.2.1 specify in reasonable detail the information and evidence required by the Directors to satisfy the Enquiry; and
 - 21.2.2 specify a time limit (not being less than 5 Business Days) within which such information and evidence must be provided to the Directors; and
 - 21.2.3 notify the Recipient that failure to provide the information and evidence to the reasonable satisfaction of the Directors shall result in a Transfer Notice having been deemed to have been served in respect of all of such Shares as are specified in article 21.3.
- 21.3 If any Recipient shall fail to respond to any Enquiry and Further Enquiry to the reasonable satisfaction of the Directors then a Transfer Notice shall be deemed to have been given pursuant to article 18.2 at the expiry of the period specified in the Further Enquiry in accordance with article 21.2.2:
- 21.3.1 by the Shareholder in respect of such of the Shares held by him as may be specified in the Further Enquiry; or
 - 21.3.2 by the person named as transferee in any transfer of such of the Shares registered in his name as may be specified in the Further Enquiry and/or by the Shareholder transferring the Shares comprised in such transfer of such of those Shares as may be specified in the Further Enquiry;

and the Transfer Notice shall be deemed to specify the price per Share specified in article 19.2.2 as if the Recipient were a Bad Leaver.

22. PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of (a) £15,000; and (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

DECISION MAKING BY SHAREHOLDERS

23. NUMBER OF SHAREHOLDERS

If, and for so long as, the Company has only one Shareholder, all provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one Shareholder.

24. QUORUM FOR GENERAL MEETINGS

- 24.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be one person present in person or by proxy consisting of at least Mr Clarke.
- 24.2 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the general meeting, the meeting is adjourned to such day and at such time and place as the Directors may determine and if a quorum is not present within 30 minutes from the time appointed for the adjourned meeting the meeting is dissolved. Article 41 of the Model Articles shall be modified accordingly.

- 24.3 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.

25. CHAIRING GENERAL MEETINGS

The Chairman of the board of Directors shall chair general meetings. If the Chairman for the time being is not participating in the general meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

26. VOTING

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.

27. POLL VOTES

- 27.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 27.2 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.

28. PROXIES

- 28.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with these 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 the general meeting (or adjourned meeting) to which they relate".
- 28.2 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, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

29. SHAREHOLDERS' NOMINATION RIGHTS

- 29.1 Subject to the Companies Acts, any Shareholder (or, where any Share is held jointly, whichever of them is first named in the register) shall be entitled from time to time to nominate any other person or persons other than any person(s) whom the Directors reasonably consider to be or to represent a competitor (or potential competitor) of the Company or any person(s) or other entity connected with such a competitor to exercise some or all of such Shareholder's rights as a Shareholder of the Company and at any time to revoke such nomination.
- 29.2 Any nomination under article 29.1 shall:
- 29.2.1 be given by notice in writing addressed to the Company;

- 29.2.2 specify the full name and address for notices of such nominee(s);
 - 29.2.3 be countersigned by or on behalf of the relevant nominee to indicate his acceptance of such nomination; and
 - 29.2.4 take effect upon receipt (or deemed receipt) of such a notice by the Company.
- 29.3 A notice of nomination given under article 29.2 may:
- 29.3.1 specify which rights, in relation to which Shares, of that Shareholder are to be enjoyed, or may be exercised, by the relevant nominee(s) (and any limitations on such enjoyment or exercise) or, in the absence of such provision, such notice shall be deemed to grant each nominee the right to exercise all of the relevant Shareholder's rights as a Shareholder of the Company, to the fullest extent, subject only to the provisions of the Companies Acts. In the absence of any limitation on any nominee's rights pursuant to a nomination under this article 29.3.1, the Company shall accept any instruction or exercise of a right which is first received, in the event of an instruction or exercise being made by more than one nominee in respect of the same right; and
 - 29.3.2 specify when the nomination is to cease to have effect.
- 29.4 Revocation of a nomination previously made under article 29.1 shall be given by notice in writing addressed to the Company and shall take effect upon receipt (or deemed receipt) of such notice by the Company.
- 29.5 At all times from receipt (or deemed receipt) by the Company of such a notice of nomination, until receipt (or deemed receipt) of a valid notice of revocation of such a nomination, the nominee appointed by a Shareholder shall enjoy and be entitled to exercise the rights of that Shareholder, to the extent, if any, specified in such notice of nomination, to the exclusion of that Shareholder's rights (to that extent). The revocation of a nomination in accordance with article 29.4 shall not invalidate anything done (or omitted to be done) by the relevant nominee at any time prior to the date such revocation takes effect in accordance with article 29.4.
- 29.6 If a notice of nomination given under article 29.2 states that the Shareholder making the nomination may, notwithstanding such nomination, continue to exercise or enjoy all of his or certain specified rights and that Shareholder and the nominee both seek to exercise a particular right on any matter then, unless such right is exercised in the same way, the Company shall accept the exercise of the right it receives first.
- 29.7 For the purposes of these Articles but subject to the provisions of the Act, references to any matter to be done by, or in relation to, a "**Shareholder**" or "**Shareholders**" shall be deemed to include reference to any person for the time being nominated in accordance with this article 29.

ADMINISTRATIVE ARRANGEMENTS

30. MEANS OF COMMUNICATION TO BE USED

- 30.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 30.1.1 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 5 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 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 30.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 30.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 30.1.4 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.
- 30.2 For the purposes of article 30.1, no account shall be taken of any part of a day that is not a Business Day.
- 30.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

31. INDEMNITY

- 31.1 Subject to article 31.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 31.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (b) in relation to the Company's (or any Associated Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
 - 31.1.2 including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for

negligence, default, breach of duty or breach of trust in relation to the Company's (or any Associated Company's) affairs; and

31.1.3 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 18(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

31.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

31.3 In this article, a "**relevant officer**" means any Director or other officer or former Director or other officer of the Company or an Associated Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or Associated Company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

32. INSURANCE

32.1 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.

32.2 In this article:

32.2.1 a "**relevant officer**" shall have the meaning given in article 31.3; and

32.2.2 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, any Associated Company or any pension fund or employees' share scheme of the Company or Associated Company.