

Company No. 08028388

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

NETWORK SPACE HOLDINGS LIMITED (the "Company")

On 9th April 2018 the following resolutions were duly passed as written resolutions of the Company, having effect as special resolutions, (the "**Resolutions**") in accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006 by the sole member of the Company who, at the date of circulation of the Resolutions, was entitled to vote on the Resolutions:-

SPECIAL RESOLUTIONS

1. **THAT** the Company's articles of association be amended by the insertion of a new article 42.7 immediately after the existing article 42.6 as follows:-

"Notwithstanding any other provision of these articles:

- (a) the directors shall not decline to register or delay in registering any transfer of any share;
- (b) no holder of shares in the Company will be required to comply with any provision of these articles which restricts the transfer of shares or which requires any shares to be first offered to all or any current shareholders of the Company before any transfer may take place; and
- (c) no holder of shares in the Company will have any right under these articles or otherwise to require such shares to be transferred to them *whether for consideration or otherwise*

where such transfer is:-

- (i) to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee or delegate of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**"); or
- (ii) delivered to the Company for registration by a Secured Institution or its nominee or delegate in order to perfect its security over the shares; or
- (iii) executed by a Secured Institution or its nominee or delegate pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith upon receipt register any such transfer of shares."



S73Z8SJO

SCT

16/04/2018

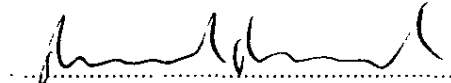
#385

COMPANIES HOUSE

2. **THAT** the Company's articles of association be amended by the insertion of a new article 31.4 immediately after the existing article 31.3 as follows:-

"Notwithstanding anything contained in these articles, the directors (or director if there is only one) of the Company may not exercise its rights of lien over shares that have been mortgaged, charged or pledged by way of security to a bank, institution or other person (or a person acting as agent or security trustee for such person)."

Signed

A handwritten signature in black ink, consisting of a series of loops and flourishes, positioned above a dotted line.

Director/~~Secretary~~

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

NETWORK SPACE HOLDINGS LIMITED



Pinsent Masons

Pinsent Masons LLP

Third floor

Quay 2

139 Fountainbridge

Edinburgh

EH3 9QG

Tel. +44 (0)131 225 0000

Fax. +44 (0)131 225 0099

Web Site. <http://www.pinsentmasons.com>

94179420_1 DOC

TABLE OF CONTENTS

Clause	Heading	Page No.
1	EXCLUSION OF MODEL ARTICLES	1
2	INTERPRETATION	1
3	LIMITATION OF LIABILITY OF SHAREHOLDERS.....	5
4	DIRECTORS' GENERAL AUTHORITY	5
5	SHAREHOLDERS' RESERVE POWER	5
6	DIRECTORS MAY DELEGATE	5
7	COMMITTEES	6
8	DIRECTORS TO TAKE DECISIONS COLLECTIVELY	6
9	UNANIMOUS DECISIONS	6
10	CALLING A DIRECTORS' MEETING.....	6
11	ALTERNATE DIRECTORS.....	7
12	PARTICIPATION IN DIRECTORS' MEETINGS	8
13	QUORUM FOR DIRECTORS' MEETINGS	8
14	CHAIRING OF DIRECTORS' MEETINGS	9
15	CASTING VOTE	9
16	CONFLICTS OF INTEREST.	9
17	DECLARATION OF INTERESTS IN PROPOSED OR EXISTING TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	11
18	RECORDS OF DECISIONS TO BE KEPT	12
19	DIRECTORS' DISCRETION TO MAKE FURTHER RULES	12
20	NUMBER AND METHODS OF APPOINTING DIRECTORS	12
21	TERMINATION OF DIRECTOR'S APPOINTMENT	13
22	DIRECTORS' REMUNERATION	13
23	DIRECTORS' EXPENSES	14
24	SECRETARY	14
25	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	14
26	DIRECTORS' POWER TO ALLOT SHARES	14
27	OFFERS OF NEW SHARES TO EXISTING SHAREHOLDERS.....	14
28	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	16

TABLE OF CONTENTS

Clause	Heading	Page No.
29	SHARE CERTIFICATES	16
30	REPLACEMENT SHARE CERTIFICATES.....	16
31	COMPANY'S LIEN OVER PARTLY PAID SHARES	17
32	ENFORCEMENT OF THE COMPANY'S LIEN.....	17
33	CALL NOTICES	18
34	LIABILITY TO PAY CALLS	18
35	WHEN CALL NOTICE NEED NOT BE ISSUED.....	19
36	FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES	19
37	NOTICE OF INTENDED FORFEITURE.....	20
38	DIRECTORS' POWER TO FORFEIT SHARES.....	20
39	EFFECT OF FORFEITURE	20
40	PROCEDURE FOLLOWING FORFEITURE.....	21
41	SURRENDER OF SHARES	21
42	TRANSFER OF SHARES – GENERAL PROVISIONS	22
43	PERMITTED TRANSFERS	23
44	PRE-EMPTION RIGHTS	25
45	COMPULSORY TRANSFERS	29
46	PROHIBITED TRANSFERS	31
47	TRANSFER OF CONTROL	31
48	TRANSMISSION OF SHARES	33
49	EXERCISE OF TRANSMITTEES' RIGHTS	34
50	TRANSMITTEES BOUND BY PRIOR NOTICES	34
51	FRACTIONAL ENTITLEMENTS.....	34
52	PROCEDURE FOR DECLARING DIVIDENDS	34
53	CALCULATION OF DIVIDENDS	35
54	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	35
55	NO INTEREST ON DISTRIBUTIONS	36
56	UNCLAIMED DISTRIBUTIONS	36

TABLE OF CONTENTS

Clause	Heading	Page No.
57	NON-CASH DISTRIBUTIONS	36
58	WAIVER OF DISTRIBUTIONS	36
59	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	37
60	NOTICE OF GENERAL MEETINGS	37
61	ANNUAL GENERAL MEETINGS	37
62	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	38
63	QUORUM FOR GENERAL MEETINGS	38
64	CHAIRING GENERAL MEETINGS	38
65	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	38
66	ADJOURNMENT	39
67	VOTING: GENERAL	39
68	VOTING: MENTAL DISORDER	39
69	ERRORS AND DISPUTES	40
70	POLL VOTES	40
71	CONTENT OF PROXY NOTICES	40
72	DELIVERY OF PROXY NOTICES	41
73	AMENDMENTS TO RESOLUTIONS	41
74	NOTICES AND COMMUNICATION	42
75	COMPANY SEALS	43
76	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	43
77	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	43
78	INDEMNITY AND INSURANCE	43

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LANGTREE PROPERTIES GROUP HOLDINGS LIMITED (the "Company")

1 EXCLUSION OF MODEL ARTICLES

None of the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company and these Articles alone are the articles of association of the Company.

2 INTERPRETATION

2.1 In these Articles, unless the context requires otherwise:

"**Act**" means the Companies Act 2006;

"**Acceptance**" has the meaning in article 27;

"**acting in concert**" has the meaning in article 43;

"**Additional Acceptance**" has the meaning in article 27;

"**Alternate**" or "**Alternate Director**" has the meaning in article 11;

"**Appointor**" has the meaning in article 11,

"**Articles**" or "**articles**" means these articles of association,

"**associated Company**" means a body corporate which is from time to time the holding company or a subsidiary or subsidiary undertaking of the Company, or another subsidiary or subsidiary undertaking of such holding company;

"**Bank Facilities**" means any loan facility(ies) from any bank or similar financial institution to the Company (or to the Company and any other member or members of the Group);

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

"**Board**" means the board of directors of the Company from time to time,

"**Call**" has the meaning in article 33;

"**Call Notice**" has the meaning in article 33;

"**Call Payment Date**" has the meaning in article 36;

"**Called Shares**" has the meaning in article 47;

"**Called Shareholders**" has the meaning in article 47;

"**Capitalised Sum**" has the meaning in article 59;

"**Chairman**" has the meaning in article 14;

"**Change of Control**" means the acquisition whether by purchase, transfer, renunciation or otherwise by any person (an "**Unconnected Purchaser**") who is not, on the date of adoption of these Articles, a member of the Company or a member of Langtree Group plc (company number 01604509) or a Family Member (as defined in article 43.1) of such a member or a trustee of a Family Trust (as defined in article 43.1) of such a member (and is not connected with any such member, Family Member or Family Trust) of any interest in any Shares if, upon completion of that acquisition, the Unconnected Purchaser, together with persons acting in concert or connected with him, would hold more than 50 per cent in nominal value of the issued Shares,

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

"**Company's lien**" has the meaning in article 31,

"**Deemed Transfer Notice**" has the meaning in article 44;

"**Director**" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

"**Distribution Recipient**" has the meaning in article 54,

"**Drag Along Notice**" has the meaning in article 47,

"**Drag Along Option**" has the meaning in article 47;

"**Eligible Director**" means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter),

"**Equivalent Consideration**" has the meaning in article 47,

"**Family Member**" has the meaning in article 43;

"**Family Trust**" has the meaning in article 43;

"**Fully Paid**" in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

"**Group**" means the Company and all its subsidiaries and subsidiary undertakings from time to time and "**member of the Group**" shall be construed accordingly;

"**Holder**" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

"**Independent Expert**" means an umpire (acting as an expert and not as an arbiter) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed by the President (or next available most senior officer) for the time being of the Institute of Chartered Accountants of England and Wales;

"**Interested Directors**" has the meaning in article 16;

"**member**" means a member of the Company;

"Mr Ainscough" means William Ainscough residing at Harrock Hall, High Moor, Wrightington, Wigan WN6 9QA;

"New Member" has the meaning in article 47;

"Minimum Consideration" has the meaning in article 47

"Offered Shares" has the meaning in article 27;

"Persons Entitled" has the meaning in article 59,

"Permitted Issue" means the issue of up to 52,062 Shares pursuant to any share for share exchange arrangement which may be entered into between (1) the Company and (2) the shareholders of Langtree Group plc (company number 01604509);

"Pre-emption Offer" has the meaning in article 27;

"Pre-emptive Offer" has the meaning in article 44;

"Proxy Notice" has the meaning in article 71;

"Proxy Notification Address" has the meaning in article 72;

"Recognised Investment Exchange" has the meaning ascribed thereto in Section 285(1) of the Financial Services and Markets Act 2000;

"Register" the register of members of the Company,

"Relevant Company" has the meaning in article 16;

"Relevant Director" has the meaning in article 78;

"Relevant Loss" has the meaning in article 78;

"Relevant Member" has the meaning in article 45;

"Relevant Rate" has the meaning in article 36,

"Sale Notice" has the meaning in article 44,

"Sale Price" has the meaning in article 44;

"Sale Shares" has the meaning in article 44;

"Shareholder" means a person who is the holder of a Share,

"Shares" means the ordinary shares of £1 each in the capital of the Company and a **"Share"** means one of them;

"Selling Shareholder" has the meaning in article 47;

"Sellers' Shares" has the meaning in article 47;

"Surplus Shares" has the meaning in article 27;

"Third Party Purchaser" has the meaning in article 47;

"Total Transfer Condition" has the meaning in article 44;

"**Transfer Event**" has the meaning in article 45;

"**Transfer Event Date**" has the meaning in article 45;

"**Transfer Office**" the place where the Register is situated for the time being;

"**Transfer Notice**" has the meaning in article 44;

"**Transferor**" has the meaning in article 43,

"**Transferee**" has the meaning in article 43;

"**Transmittee**" means a person entitled to a Share or Shares as a result of the death or bankruptcy of a Shareholder or otherwise by operation of law; and

"**United Kingdom**" means Great Britain and Northern Ireland

2.2 References in these Articles to a document includes, unless otherwise specified, any document sent or supplied in electronic form.

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

2.4 References in these Articles to Shares being "**paid**" means those Shares being paid or credited as paid.

2.5 Unless the context otherwise requires.

(i) words importing the singular include the plural and vice versa;

(ii) words importing any gender include all other genders; and

(iii) words importing natural persons include corporations.

2.6 Words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles including the following words which are defined in the following sections of the Act:

Word(s)/expression	Section Number in Act
electronic form	section 1168
equity share capital	section 548
hard copy form	section 1168
ordinary resolution	section 282
special resolution	section 283
subsidiary	section 1159
subsidiary undertaking	section 1162
working day	section 1173

2.7 The expression "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

2.8 The expression "dividend" includes bonus.

2.9 A reference to an article by number is to the relevant article of these Articles.

2.10 Headings used in these Articles shall not affect their construction or interpretation.

2.11 References to any statute or section of a statute shall include reference to any statutory amendment, extension, modification or re-enactment of such statute or section of a statute for the time being in force.

3 LIMITATION OF LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

4 DIRECTORS' GENERAL AUTHORITY

The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action

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

6 DIRECTORS MAY DELEGATE

6.1 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.

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

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

7 COMMITTEES

7.1 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 which govern the taking of decisions by Directors.

7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9

8.2 If

(a) the Company only has one Director for the time being; and

(b) no provision of these Articles requires it to have more than one Director,

the general rule does not apply, and the Director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

8.3 All acts done by a meeting of Directors, or a committee of Directors or by any Director shall, even if it is discovered afterwards that:

(a) there was a defect in the appointment of any Director, or

(b) any Director had been disqualified from holding office, or

(c) any Director had vacated office or was not entitled to vote

be valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

9 UNANIMOUS DECISIONS

9.1 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.

9.2 Such a decision may take the form of a resolution in writing, where each Director has one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.

9.3 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.

10 CALLING A DIRECTORS' MEETING

10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any Directors' meeting must indicate.

(a) its proposed date and time,

(b) where it is to take place; and

(c) the proposed business of the meeting.

10.3 At least seven days' notice of a Directors' meeting must be given to each Director, but the notice need not be in writing

10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company. 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

11 **ALTERNATE DIRECTORS**

11.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, or another person approved by resolution of the Directors to

(a) exercise that Director's powers; and

(b) carry out that Director's responsibilities;

in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor (the "**Alternate**" or "**Alternate Director**").

11.2 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

11.3 The notice must:

(a) identify the proposed Alternate; and

(b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

11.4 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 director's as the Alternate's Appointor

11.5 Alternate Directors:

(a) are deemed for all purposes to be Directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their Appointors;

(d) are not deemed to be agents of or for their Appointors,

and in particular, (but without limitation) each Alternate Director is entitled to receive notice of all meetings of directors and all meetings of committees of Directors of which his Appointor is a member.

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

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

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

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

- 11.7 An Alternate Director is not 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.
- 11.8 An Alternate Director's appointment as an alternate terminates.
- (a) when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
 - (c) on the death of the Alternate's Appointor; or
 - (d) when the Alternate's Appointor's appointment as a Director terminates
- 11.9 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:
- (a) not participating in a Directors' meeting; and
 - (b) would have been entitled to vote if they were participating in it
- but shall not count as more than one Director for the purposes of determining whether a quorum is present

12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1 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.
- 12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13 QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for Directors' meetings may be fixed from time to time by an ordinary resolution but it must never be less than two, and unless otherwise fixed it is two.
- 13.3 A person holding office as an Alternate Director shall only be counted in the quorum if his Appointor is not present.
- 13.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) to appoint further Directors; or

- (b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

14 CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The Directors may appoint a Director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the Chairman.
- 14.3 The Directors may terminate the Chairman's appointment at any time.
- 14.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

15 CASTING VOTE

If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote unless the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes in accordance with these Articles.

16 CONFLICTS OF INTEREST

- 16.1 Subject to article 16.4, the Directors may authorise any matter which would, if not so authorised, result in a Director infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company.
- 16.2 Any authorisation of a matter under article 16.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 16.3 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 16.4 Any authorisation given pursuant to article 16.1:
 - (a) will only be effective if:
 - (i) the Director in question provides the other Directors with written details of the matter in respect of which authorisation is being sought (including the nature and extent of his interest in such matter) or in such other manner as the other Directors may from time to time direct;
 - (ii) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question and any other interested Director (the "**Interested Directors**"); and
 - (iii) the matter was agreed to without any Interested Director voting or would have been agreed to if the votes of any Interested Director had not been counted;
 - (b) may be given subject to any limits or conditions (including as to duration) as the Directors may expressly impose, and
 - (c) may be varied or terminated by the Directors at any time (but this will not affect anything done by the relevant Director prior to such variation or termination in accordance with the terms of such authority).

16.5 The provisions of this article 16 do not apply to any conflict of interest arising in relation to a transaction or arrangement with the Company.

16.6 In relation to any matter authorised by the Directors in accordance with the provisions of this article 16, the relevant Director may (for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists).

- (a) absent himself from any meeting of the Directors at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise;
- (b) abstain from voting at any meeting of the Directors on any resolution relating to any matter that gives rise to the conflict of interest or possible conflict of interest,
- (c) make arrangements not to be given any documents or information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company provided that the relevant Director may make arrangements for such documents and information to be received and read by a professional adviser,
- (d) decide not to disclose any information which he has obtained in connection with the matter that gives rise to the conflict of interest or possible conflict of interest to the Directors or to any other officer or employee of the Company, and/or
- (e) decide not to use or apply any such information in performing his duties as a Director of the Company,

and the relevant Director's general duties will not be infringed by anything done or omitted to be done by the relevant Director in accordance with paragraphs (a) to (e) above.

16.7 Subject to his declaring the nature and extent of the interest in accordance with article 17 (save in the case of an interest falling within sub-paragraph (a) below which shall not require to be so declared), a Director is permitted to have an interest of the following kind:

- (a) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (b) where the Director (or a person connected with him) is a Director or other officer of or employed by or otherwise interested (including by the holding of Shares) in any Relevant Company;
- (c) where the Director (or person connected with him) is a party to, or otherwise interested in any contract, transaction or arrangement with a Relevant Company or in which the Company is otherwise interested;
- (d) where the Director (or any person connected with him) acts (or any firm of which is a partner, employee or member acts) in a professional capacity for a Relevant Company (other than as auditor) whether or not he is remunerated for such actions,
- (e) any other interest authorised by ordinary resolution,

and no authorisation pursuant to article 16.1 shall be required in relation to such an interest

16.8 In this article 16.

- (a) a "**Relevant Company**" means,
 - (i) the Company;

- (ii) any subsidiary or subsidiary undertaking of the Company;
 - (iii) any holding company of the Company or any subsidiary or subsidiary undertaking of any such holding Company,
 - (iv) any body corporate promoted by the Company, or
 - (v) any body corporate in which the Company is otherwise interested; and
- (b) a person is connected with a Director if he is connected to him in terms of section 252 of the Act.

17 DECLARATION OF INTERESTS IN PROPOSED OR EXISTING TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

- 17.1 A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company must declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement.
- 17.2 A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company must declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable unless the interest has already been declared pursuant to article 17.1.
- 17.3 Any declaration required by article 17.1 may (but need not be) be made at a meeting of the Directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act. Any declaration required by article 17.2 must be made at a meeting of the Directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act.
- 17.4 If a declaration made pursuant to article 17.1 or 17.2 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under article 17.1 or 17.2 as appropriate.
- 17.5 A Director need not declare an interest:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (b) to the extent that the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware);
 - (c) to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the Directors or by a committee of the Directors appointed for the purpose under these Articles; or
 - (d) if the Director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware).
- 17.6 Provided he has declared the nature and extent of his interest in accordance with article 17.1, a Director is entitled to vote on any resolution of the Directors or of a committee of the Directors concerning any contract, transaction, arrangement or proposal to which the Company is or is to be a party and in which he (or a person connected with him within the meaning of section 252 of the Act) has a material interest and shall be counted in the quorum for the meeting of Directors in relation to such contract, transaction, arrangement or proposal.
- 17.7 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or any person connected with him within the meaning of section 252

of the Act) derives from any contract, transaction or arrangement or from any office, employment or position which has been approved by the Board pursuant to article 16

17.8 In this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting

17.9 Subject to article 17.10 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

17.10 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.

18 **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. Where decisions of the Directors are taken by electronic means, such decisions must be recorded by the Directors in permanent form so that they may be read by the naked eye.

19 **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to these Articles and the Act, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

20 **NUMBER AND METHODS OF APPOINTING DIRECTORS**

20.1 There must be not less than three Directors and not more than eight.

20.2 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) ordinary resolution; or

(b) a decision of the Directors.

20.3 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director

20.4 For the purposes of article 20.3, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

20.5 If as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmitttee of the last Shareholder to have died or had a bankruptcy order made against him has the right by notice in writing to appoint any natural person who is willing to act and is permitted to do so, to be a Director.

21 **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 Act or is prohibited from being a Director by law; or
- (b) a bankruptcy order is made against that person; or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (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; or
- (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, or
- (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; or
- (g) he has, for more than six consecutive months been absent without the permission of the other Directors from meetings of Directors held during that period and the other Directors resolve that he has ceased to be a Director; or
- (h) the Board resolve to remove any one of their number as a Director

22 **DIRECTORS' REMUNERATION**

22.1 Directors may undertake any services for the Company that the Directors decide

22.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

22.3 A Director's remuneration may:

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

22.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

22.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

23 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors or any Alternate Director or the company secretary properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings,
- (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.

24 SECRETARY

The Directors may appoint any person who is willing to act as the company 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.

25 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

25.1 Without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

25.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

26 DIRECTORS' POWER TO ALLOT SHARES

26.1 The Directors may offer or allot Shares, grant rights to subscribe for or to convert any security into or otherwise deal in, or dispose in Shares on such terms and at such time as they may decide provided that:

- (a) the maximum nominal amount of Shares in respect of which the Directors are so authorised is £52,062; and
- (b) this authority may only be exercised for a period of five years commencing on the date of incorporation of the Company provided that the Directors may, before such expiry make one or more offers or agreements which would or might require Shares to be allotted after such expiry and the Directors may allot Shares after such authority has expired in pursuance of every such offer or agreement as if the power conferred by these Articles had not expired, and
- (c) this authority shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution or by a written resolution in accordance with section 282(2) of the Act

26.2 Section 561 of the 2006 Act shall not apply to the Company

27 OFFERS OF NEW SHARES TO EXISTING SHAREHOLDERS

27.1 Save:

- (a) in respect of any Permitted Issue; or

- (b) with the prior consent in writing of holders of not less than 75% of the issued Shares,

the Directors must offer any Shares which they propose to offer or allot or grant rights to subscribe for or to convert any security into or otherwise deal in or dispose of to Shareholders in accordance with the provisions of this article, before allotting them to any other person.

27.2 The Directors must make an offer to allot to each person who is a Shareholder at the date of such offer (excluding any Shareholder who has served a Transfer Notice or in respect of whom a Deemed Transfer Notice has been served or is deemed to have been served, in each case which is outstanding at the date of offer aforesaid), a proportion of the Shares being offered that is as nearly as practicable equal to the proportion in nominal value held by him of the issued equity share capital of the Company (ignoring for these purposes the Shares held by any Shareholder who has served a Transfer Notice or in respect of whom a Deemed Transfer Notice has been served or is deemed to have been served) (the "**Pre-emption Offer**"). Each Pre-emption Offer must be made in writing to all Shareholders on the same day and must state.

- (a) the aggregate number of Shares to be allotted;
- (b) the terms of such allotment; and
- (c) the number of Shares offered for sale to the Shareholder to whom the Pre-emption Offer is addressed.

27.3 The following conditions must be incorporated in the Pre-emption Offer:

- (a) if the Shareholder wishes to purchase all or any of the Shares which are subject to the Pre-emption Offer (the "**Offered Shares**"), he must accept such offer in writing in accordance with the provisions of article 74 within 14 days of the date of service of the Pre-emption Offer (the "**Acceptance**"); and
- (b) if the Shareholder wishes to purchase more than the number of Offered Shares he must indicate in the Acceptance, the maximum number of additional Shares he is willing to purchase (the "**Additional Acceptance**"); and
- (c) if within 14 days of the date of service of the Pre-emption Offer there are Shares which have not been accepted for purchase by the Shareholders, (the "**Surplus Shares**"), the Surplus Shares will be allocated to and deemed to be accepted by each Shareholder who has made an Additional Acceptance; and
- (d) if there are insufficient Surplus Shares to satisfy all Additional Acceptances, the number of Surplus Shares to be allocated to each Shareholder who has made an Additional Acceptance shall be calculated according to the proportion which the number of Shares held by the relevant Shareholder as at the date of the Pre-emption Offer bears to the aggregate number of Shares held by all Shareholders who have made an Additional Acceptance. Each Shareholder who made an Additional Acceptance will be deemed to agree to purchase the number of Surplus Shares allocated to him pursuant to such calculation, and
- (e) each Shareholder must no later than five working days after the allocation of Shares to him pay to the Company the total subscription price payable for such Shares and upon payment of such sum, the Company must deliver a share certificate to the relevant Shareholder for the number of Shares purchased by him

27.4 If any Pre-emption Offer is not accepted in full, the Directors may within three months after the date of such offer dispose of any Shares referred to in the Pre-emption Offer and not allotted to any Shareholder to such person or persons as they think fit but only at the same price and on the same terms which were specified in the Pre-emption Offer.

27.5 Sections 561 and 562(1) to (6) of the Act shall not apply to the Company.

28 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

29 SHARE CERTIFICATES

29.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

29.2 Every certificate must specify:

- (a) in respect of how many Shares, of what class, it is issued,
- (b) the nominal value of those Shares,
- (c) the amount paid up on them; and
- (d) any distinguishing numbers assigned to them

29.3 No certificate may be issued in respect of Shares of more than one class.

29.4 If more than one person holds a Share, only one certificate may be issued in respect of the Share.

29.5 Certificates must:

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

30 REPLACEMENT SHARE CERTIFICATES

30.1 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.

30.2 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.

31 **COMPANY'S LIEN OVER PARTLY PAID SHARES**

31.1 The Company has a lien (the "**Company's lien**") over every Share which is partly paid for any part of:

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

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a Call Notice has been sent in respect of it

31.2 The Company's lien over a Share:

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

31.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

31.4 Notwithstanding anything contained in these articles, the directors (or director if there is only one) of the Company may not exercise its rights of lien over shares that have been mortgaged, charged or pledged by way of security to a bank, institution or other person (or a person acting as agent or security trustee for such person).

32 **ENFORCEMENT OF THE COMPANY'S LIEN**

32.1 Subject to the provisions of this article, if:

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

the Company may sell that Share in such manner as the Directors decide.

32.2 A lien enforcement notice:

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

32.3 Where Shares are sold under this article.

- (a) the Directors may authorise any person to execute an instalment of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 32.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
 - (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.
- 32.5 A statutory declaration by a Director or the Company that the declarant is a Director or the Company and that a Share has been sold to satisfy the Company's lien on a specified date:
 - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.
- 33 **CALL NOTICES**
- 33.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring that Shareholder to pay the Company a specified sum of money (a "**Call**") which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the Call Notice.
- 33.2 A Call Notice:
 - (a) may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
 - (b) must state when and how any Call to which it relates it is to be paid; and
 - (c) may permit or require the Call to be paid by instalments.
- 33.3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 days have passed since the notice was sent.
- 33.4 Before the Company has received any Call due under a Call Notice the Directors may:
 - (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,
 by a further notice in writing to the Shareholder in respect of whose Shares the Call is made
- 34 **LIABILITY TO PAY CALLS**
- 34.1 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

- 34.2 Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share.
- 34.3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them:
- (a) to pay Calls which are not the same; or
 - (b) to pay Calls at different times.
- 35 **WHEN CALL NOTICE NEED NOT BE ISSUED**
- 35.1 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
- (a) on allotment,
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 35.2 If the due date for payment of such a sum has passed and it has not been paid, the Holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 36 **FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**
- 36.1 In this article.
- (a) the "**Call Payment Date**" is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "Call Payment Date" is that later date;
 - (b) the "**Relevant Rate**" is:
 - (i) the rate fixed by the terms on which the share in respect of which the Call is due was allotted,
 - (ii) such other rate as was fixed in the call notice which required payment of the Call, or has otherwise been determined by the Directors; or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum.
- 36.2 If a person is liable to pay a Call and fails to do so by the Call Payment Date:
- (a) the Directors may issue a notice of intended forfeiture to that person; and
 - (b) until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate.
- 36.3 The Relevant Rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- 36.4 The Directors may waive any obligation to pay interest on a Call wholly or in part.

37 NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture.

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

38 DIRECTORS' POWER TO FORFEIT SHARES

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

39 EFFECT OF FORFEITURE

39.1 Subject to these Articles, the forfeiture of a Share extinguishes.

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

39.2 Any Share which is forfeited in accordance with these Articles:

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

39.3 If a person's Shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a member in respect of those Shares;
- (c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
- (d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

- (e) the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal

39.4 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit.

40 **PROCEDURE FOLLOWING FORFEITURE**

40.1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer

40.2 A statutory declaration by a Director or the Company that the declarant is a Director or the Company and that a Share has been forfeited on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

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

40.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which.

- (a) was, or would have become, payable; and

- (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

and no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

41 **SURRENDER OF SHARES**

41.1 A Shareholder may surrender any Share

- (a) in respect of which the Directors may issue a notice of intended forfeiture,

- (b) which the Directors may forfeit, or

- (c) which has been forfeited

41.2 The Directors may accept the surrender of any such Share.

41.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share,

41.4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

42 **TRANSFER OF SHARES – GENERAL PROVISIONS**

- 42.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer is permitted by and is made in accordance with these Articles and is not prohibited under article 46.
- 42.2 For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a member may be bound to give or be deemed to have given a Transfer Notice (as defined in article 44.1) the Board may from time to time require any member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as they may reasonably deem relevant for such purpose.
- 42.3 Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under article 42.2 the Board in their absolute discretion may refuse to register the transfer in question or require by notice in writing to the member(s) concerned that a Transfer Notice be given in respect of the Shares concerned.
- 42.4 If such information or evidence requested under article 42.2 discloses to the satisfaction of the Board in their absolute discretion that circumstances have arisen whereby a member may be bound to give or be deemed to have given a Transfer Notice the Board may in their absolute discretion by notice in writing to the member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.
- 42.5 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.
- 42.6 Save as expressly permitted by these Articles no arrangement shall be entered into by any member whereby the terms upon which that member holds any Shares are to be varied if as a result any interest in those Shares is varied, disposed of or created or extinguished.
- 42.7 Notwithstanding any other provision of these articles:
- (a) the directors shall not decline to register or delay in registering any transfer of any share,
 - (b) no holder of shares in the Company will be required to comply with any provision of these articles which restricts the transfer of shares or which requires any shares to be first offered to all or any current shareholders of the Company before any transfer may take place; and
 - (c) no holder of shares in the Company will have any right under these articles or otherwise to require such shares to be transferred to them whether for consideration or otherwise

where such transfer is:-

- (i) to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee or delegate of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or
- (ii) delivered to the Company for registration by a Secured Institution or its nominee or delegate in order to perfect its security over the shares; or
- (iii) executed by a Secured Institution or its nominee or delegate pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith upon receipt register any such transfer of shares

43 **PERMITTED TRANSFERS**

43.1 **Further definitions**

For the purposes of article 43, article 44, article 45 and article 47:

- (a) **"Ainscough Shareholder or Associate"** means (1) Mr Ainscough, his children and other permitted transferees or (2) any Family Member or Family Trust of any person referred to in (1) above or any company connected with any person referred to in (1) above;
- (b) **"acting in concert"** has the meaning ascribed to it in The City Code on Takeovers and Mergers as in force and construed at the date of adoption of these Articles;
- (c) **"Family Member"** means, in relation to a member, any of his mother, father, spouse (or widow or widower), children, sons-in-law, daughters-in-law, grandchildren (including step and adopted children and grandchildren) and other lineal ascendants or descendants;
- (d) **"Family Shares"** means, in relation to a member, any Shares for the time being held by that member or any of his Family Members or trustees of his Family Trust;
- (e) **"Family Trust"** means, in relation to a member, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such member or any of his Family Members;
- (f) **"member of the same group"** means, in relation to a body corporate, any company which is from time to time a holding company of that body corporate or a subsidiary of that body corporate or a subsidiary of any holding company of which that body corporate is also a subsidiary; and
- (g) **"permitted transfer"** means any transfer of Shares expressly permitted under this article 43.

43.2 **Family Members and Family Trusts**

- (a) Subject to articles 43.2(b) to 43.2(e) (inclusive), article 43.4, article 43.5, article 43.6 and to article 46, any member who is an individual may at any time transfer Shares originally allotted to and still held by him to a person or persons shown to the reasonable satisfaction of the Board to be
 - (i) a Family Member of his; or
 - (ii) trustees of a Family Trust of that member.
- (b) No transfer of Shares shall be made under article 43.2(a) if the Board is not satisfied:
 - (i) with the terms of the instrument constituting the relevant Family Trust and in particular with the powers of the trustees including but not limited to the express power to give warranties and indemnities on any disposal of trust property;

- (ii) with the identity of the trustees and the procedures for the appointment and removal of trustees,
 - (iii) with the restrictions on changes in the terms of the trust instrument and on distributions by the trustees; and
 - (iv) that none of the costs incurred in establishing or maintaining the relevant Family Trust will be payable by the Company or any member of the same group.
- (c) Where Shares are held by trustees under a Family Trust:
- (i) those Shares may, on any change of trustees, be transferred by those trustees to any new trustee(s) of that Family Trust whose identity has been approved in writing by the Board;
 - (ii) those Shares may at any time be transferred by those trustees to the settlor of that trust or any other person to whom the settlor could have transferred them under article 43.2(a) if he had remained the holder of them; and
 - (iii) if and whenever any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under article 43.2(c)(ii)), the trustees shall forthwith give a Transfer Notice (as defined in article 44.1) in respect of all the Shares then held by those trustees and in any event within 28 days of the Shares ceasing to be so held.
- (d) If any person has acquired Shares as a Family Member of a member by way of one or more permitted transfers and that person ceases to be a Family Member of that member, that person shall forthwith transfer all the Shares then held by that person back to that member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Sale Price (calculated in accordance with article 44.2) and if they do not do so within 28 days of the date upon which the person ceases to be a Family Member the Board may require the transferee to serve a Transfer Notice in respect of such Shares.
- (e) Subject always to the provisions of article 43.4, in the event of the death of a member, who is an individual, the personal representatives of the deceased member are permitted under these Articles, within 12 months of the death of the deceased member, to become registered as the holders of any of the deceased member's Shares but in which case article 45.1(a)(iii) shall apply.

43.3 Groups of companies

- (a) Subject to article 43.3(b), article 43.4 and to article 43.6, any member which is a body corporate may at any time transfer any Shares held by it to a member of the same group.
- (b) Where Shares have been transferred under article 43.3(a) (whether directly or indirectly or by a series of such transfers) from a member (the "**Transferor**") to a member of the same group as the Transferor (the "**Transferee**") and subsequent to such transfers the Transferee ceases to be a member of the same group as the Transferor, the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceases to be a member of the same group the Board may require the Transferee to serve a Transfer Notice in respect of such Shares

43.4 Permitted transfers by the Ainscough Shareholders or Associates

- (a) Subject to article 43.6 and to article 46, and notwithstanding any other provision of these Articles, any Ainscough Shareholder or Associate who is from time to time a member may at any time transfer any Shares held by that member from time to time to any Ainscough Shareholder or Associate;
- (b) Subject to article 43.6 and to article 46, and notwithstanding any other provision of these Articles, in the event of the death of any Ainscough Shareholder or Associate who at the date of his/her death is a member, the personal representatives of the deceased member are permitted at any time to become registered as the holders of any of the deceased member's shares and to transfer such Shares to any person to whom the deceased member could have transferred such Shares if he had remained the holder of them. For the avoidance of doubt, the provisions of, inter alia, articles 43.2(e) and 45 shall not apply to any transfer under this article 43.4.

43.5 With consent

Subject to article 46 a member may transfer any Share to any person at any time with the prior written consent of all other members.

43.6 Entire interest

Any transfer of any Share pursuant to this article 43 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust, where applicable).

44 PRE-EMPTION RIGHTS

44.1 Transfer Notices

Without prejudice to article 47.2 and save as otherwise provided in these Articles every member who desires or is required by these Articles to transfer any Shares shall give to the Company notice in writing of such desire (a "**Transfer Notice**"). Where the Transfer Notice is deemed to have been given it is referred to as a "**Deemed Transfer Notice**". The transferor under a Transfer Notice and under a Deemed Transfer Notice is hereinafter called the "**Vendor**". Transfer Notices and Deemed Transfer Notices shall constitute the Company as the Vendor's agent for the sale of the Shares specified therein (the "**Sale Shares**") in one or more lots at the discretion of the Directors at the Sale Price (as hereinafter defined) in the case of a Transfer Notice and at the Deemed Sale Price (as referred to in article 44.3) in the case of a Deemed Transfer Notice.

44.2 Calculation of the Sale Price

Without prejudice to article 47.2, the sale price of the Sale Shares shall be the price agreed by the Vendor and the Directors (the "**Sale Price**"). If the Vendor and the Directors are unable to agree a price within 21 days of the Transfer Notice being given the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of the Sale Shares. In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is given on a going concern basis as between a willing seller and a willing buyer, having regard to the rights attaching to the class of Shares which the Sale Shares comprise or form part of, but ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without

restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

44.3 Calculation of Deemed Sale Price

Without prejudice to article 47.2, in all cases of compulsory transfers (article 45) the Deemed Sale Price shall be the price agreed between the Vendor and the Directors or if they fail to agree within 21 days of the Deemed Transfer Notice being given or deemed to be given, the fair value of the Sale Shares as at the Transfer Event Date agreed or determined in accordance with this article 44 (i.e. calculated in accordance with article 44.2 save that references therein to "Sale Price" shall instead be deemed to be references to the "Deemed Sale Price", references to a "Transfer Notice" shall be deemed to be references to a "Deemed Transfer Notice" and references to a Transfer Notice being given shall be deemed to be references to a Deemed Transfer Notice being given or deemed to be given).

44.4 Right of Vendor to Reject Partial Sales

A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition (a "**Total Transfer Condition**") that unless all the Shares comprised therein are sold by the Company pursuant to this article none shall be sold Any such provision shall be binding on the Company.

44.5 Certification of the Sale Price and Right of Vendor to cancel

If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor. The Vendor shall be entitled by notice in writing given to the Company within 7 days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Vendor cancels the Company's authority to sell in which case the Vendor shall bear the cost.

44.6 Pre-emptive Offers – General

Without prejudice to article 47.2, once the Sale Price or Deemed Sale Price has been agreed or determined then unless the Vendor has given a valid notice of cancellation (which may only be given in respect of Sale Shares the subject of a Transfer Notice, not Sale Shares the subject of a Deemed Transfer Notice) the Sale Shares shall be offered for sale as set out below

44.7 Offer to members

44.7.1 The Board shall give notice in writing to all members to whom the Sale Shares are to be offered in accordance with these Articles, specifying:

44.7.1.1 the number of Sale Shares on offer and the Sale Price or Deemed Sale Price (as appropriate);

44.7.1.2 in the case of Sale Shares subject to a Transfer Notice whether the Sale Shares are subject to a Total Transfer Condition and in respect of Sale Shares subject to a Deemed Transfer Notice, that the Sale Shares are not subject to a Total Transfer Condition; and

44.7.1.3 the date by which the application to purchase the Sale Shares has to be received by the Company (being a date no less than 14 days and no more than 21 days after the date of the notice).

- 44.7.2 The notice shall set out the method of allocation of the Sale Shares and shall invite each member to apply in writing to the Company for as many of the Sale Shares (if any) as that member would like to purchase

44.8 **Basis of allocation to members**

- 44.8.1 If the total number of Sale Shares applied for is more than the number of Sale Shares available, the directors shall allocate Sale Shares in satisfaction of each member's application for Sale Shares in accordance with the following formula. This formula shall be applied repeatedly until such time as there are no Sale Shares remaining to be allocated. Each application of the formula is herein referred to as an "**iteration**".

$$A = \frac{B}{C} \times D$$

A is the number of Sale Shares to be allocated to the relevant member in the iteration.

B is the number of Shares held by the member.

C is the number of Shares held by all members to whom the iteration is being applied.

D is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations.

- 44.8.2 If, in any iteration, a member would be allocated all or more than all of the Sale Shares for which he applied (including allocations from previous iterations) then any excess will not be allocated to that member. That member will cease to take part in any further iterations and the excess Sale Shares will be available for allocation in the next iteration.
- 44.8.3 The Company shall give notice in writing (a "**Sale Notice**") to the Vendor and to each member who applied for Sale Shares of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The Sale Notice shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

44.9 **Purchases by the Company**

- 44.9.1 If the Company does not find a purchaser or purchasers for all or any of the Sale Shares under the foregoing provisions of this article then, subject always to article 44.9.2 below and in circumstances where a Transfer Event has not occurred, the Company shall have the power and the right (but not the obligation), subject always to compliance with the Companies Acts and the terms of its Bank Facilities, to acquire, at the Sale Price, any such Sale Shares in respect of which a purchaser or purchasers has/have not been found. In the event that the Company wishes to acquire any such Sale Shares then, without prejudice to article 44.10, below:

- (a) the Company and the Vendor shall respectively use all reasonable endeavours to ensure that compliance is made with the provisions of the Companies Acts and shall execute all such documents and do all such things as may reasonably be required to ensure such compliance and to effect the transfer of the Sale Shares (and, in default of the Vendor complying with its obligations hereunder, the Company is hereby appointed as the Vendor's attorney and shall be authorised to execute all such documents and do all such things as may reasonably be required of the Vendor), and
- (b) the Company shall, subject always to the Vendor complying with its obligations, be obliged to complete the purchase of the relevant Sale Shares within 90 days of the

expiry date of the last offer notice, failing which the Company's right to acquire the relevant Sale Shares shall lapse

- 44.9.2 In the event of a Transfer Event (as defined in article 45.1) and where a purchaser or purchasers was/were not found for all or any of the Sale Shares after completion of the offer round procedure set out in article 44, the Company shall, subject always to the terms of its Bank Facilities and to the Companies Acts (and, in particular, but without limitation, to the Company having sufficient distributable reserves), be obliged to acquire any such Sale Shares at the Deemed Sale Price by no later than the third anniversary of the relevant Transfer Event. The Company and the Vendor shall respectively use all reasonably endeavours to ensure that compliance is made with the provisions of the Companies Acts and shall execute all such documents and do all such things as may reasonably be required to ensure such compliance and to effect the transfer of the Sale Shares (and, in default of the Vendor complying with its obligations hereunder, the Company is hereby appointed as the Vendor's attorney and shall be authorised to execute all such documents and do all such things as may reasonably be required of the Vendor).

44.10 **Transfer Procedure for pre-emptive Offers**

If the Company finds a purchaser or purchasers (which, in accordance with article 44.9 above, may include the Company itself) for all or any of the Sale Shares under the terms of this article the Vendor shall be bound upon receipt of the Sale Price or Deemed Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Company's register of members as the holder of such of the Sale Shares as shall have been transferred to them.

44.11 **Third party purchaser**

- 44.11.1 Without prejudice to articles 44.9.1 and 47.2, the Vendor may, during the period of 60 days commencing on the earlier of (1) the date on which the Company (if it gives such notice) gives notice that it does not wish to acquire any or all of the Sale Shares in accordance with article 44.9.1 and (2) the expiry of the 90 day period referred to in article 44.9.1, sell all or any of those Sale Shares for which a Sale Notice has not been given and which have not been acquired pursuant to article 44.9.1 by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other members, to sell only some of the Sale Shares under this article 44.11.
- 44.11.2 Without prejudice to articles 44.9.2 and 47.2, a member whose shares are subject to a Deemed Transfer Notice may, at any time after the third anniversary of the relevant Transfer Event, sell all or any of those Sale Shares for which a Sale Notice has not been given and which have not been acquired by the Company pursuant to article 44.9.2 by way of *bona fide* sale to any transferee at any price per Sale Share which is not less than the Deemed Sale Price, without any deduction, rebate or allowance to the proposed transferee

44.12 **Effect of non-compliance**

Any purported transfer of Shares otherwise than in accordance with the provisions of these Articles shall be void and have no effect.

45 COMPULSORY TRANSFERS

45.1 In this article 45, a "**Transfer Event**" occurs, in relation to any member (other than any Ainscough Shareholder or Associate, in respect of whom the compulsory transfer provisions of this article 45 shall not apply):

- (a) if that member being an individual:
 - (i) has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction; or
 - (ii) dies and his personal representatives do not elect to become registered as the holders of all of that member's Shares in accordance with article 43.2(e) in which event the Transfer Event shall be deemed to occur (1) upon the expiry of the 12 month period referred to in article 43.2(e) and (2) in respect only of those Shares in respect of which the relevant personal representatives do not elect to become registered as the holders of such Shares; or
 - (iii) dies and his personal representatives elect to become registered as the holders of any of that member's Shares in accordance with article 43.2(e) in which event the Transfer Event shall be deemed to occur (1) upon the expiry of the 12 month period referred to in article 43.2(e) and (2) in respect of only of those Shares in respect of which the relevant personal representatives elect to become registered as the holders of such Shares; or
 - (iv) suffers from mental disorder and is admitted to hospital or 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; or
- (b) if that member makes or offers or purports to make any arrangement or composition with his creditors generally; or
- (c) if that member being a body corporate.
 - (i) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or
 - (ii) has an administrator appointed in relation to it; or
 - (iii) enters into liquidation (other than a voluntary liquidation for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction); or
- (d) if a member who is at any time a director or employee of the Company or of a member of the Group:
 - (i) ceases to hold such office or employment; and
 - (ii) does not remain or thereupon immediately become a director or employee of another member of the Group; or
- (e) if a member or any Family Member or the trustees of any Family Trust of a member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with article 43, article 44 and this article 45 or in breach of article 46; or

- (f) if a member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by articles 42 3, 43.2(c)(iii), 43.2(d) or 43.3(b).
- 45.2 Following the occurrence of a Transfer Event (the date of occurrence of that Transfer Event being the "**Transfer Event Date**"), the Board may on behalf of the member in respect of whom the Transfer Event has occurred (the "**Relevant Member**") at any time after the Transfer Event Date but no later than 30 months after the Transfer Event Date serve a Deemed Transfer Notice in respect of Shares held by the Relevant Member and any other member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers other than a permitted transfer pursuant to article 43.5).
- 45.3 For the purpose of articles 45 2 and 45 4 any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers, other than a permitted transfer pursuant to article 43.5) shall also be treated as included within the Deemed Transfer Notice.
- 45.4 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- 45.5 Notwithstanding any other provision of these Articles, if the Board so resolves in relation to the Shares held by any member to whom a Transfer Event has occurred shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Transfer Event until the entry in the register of members of the Company of another person as the holder of those Shares.
- 45.6 Notwithstanding any other provision of these Articles, if the Board so resolves any member to whom a Transfer Event has occurred shall not be entitled to serve a Transfer Notice in respect of all or any of the Shares held by him under the terms of article 44 on and from the date of the relevant Transfer Event.
- 45.7 Notwithstanding any other provision of these Articles, if the Board so resolves no permitted transfer under article 43 may be made in respect of any or all Shares held by a member to whom a Transfer Event has occurred on and from the date of the relevant Transfer Event.
- 45.8 The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with article 44 as if they were Sale Shares in respect of which a Transfer Notice has been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:-
- (a) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;
 - (b) the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and
 - (c) article 46 shall apply
- 45 9 For the purpose of article 45.1(d), the date upon which a member ceases to hold office as an employee shall:-
- (a) where the employer terminates or purports to terminate a contract of employment by giving notice to the employee of the termination of the employment (whether or not the same constitutes a wrongful or unfair dismissal) be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice

(whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);

- (b) where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able so to do), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice;
- (c) subject to article 45.9(a) and 45.9(b) where an employer or employee wrongfully repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively,
- (d) where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event; and
- (e) where a contract of employment is terminated for any reason other than in the circumstances set out in article 45.9(a) to (d) (inclusive) be the date on which the action or event giving rise to the termination occurs

46 PROHIBITED TRANSFERS

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

47 TRANSFER OF CONTROL

47.1 Tag Along

Subject to article 47.2, no sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of the holders of all of the Shares if as a result of such sale or transfer and registration thereof there would be a Change of Control unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered or agreed to purchase all the Shares at the Equivalent Consideration as defined in article 47.2.4.

47.2 Drag Along

47.2.1 Notwithstanding any other provision of those Articles, if the holders of not less than 50% of the issued Shares in the Company (the "**Selling Shareholders**") wish to transfer all their interest in such Shares (the "**Sellers' Shares**") to an independent third party purchaser (the "**Third Party Purchaser**") the Selling Shareholders shall (subject to a minimum aggregate consideration (i.e. an amount payable to all shareholders in aggregate) being achieved being an amount of aggregate consideration at least equal to the value of the Group's consolidated net assets (on a per share basis) as shown in the last signed audited accounts of the Company (the "**Minimum Consideration**") have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this article

47.2.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (a "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this article, the person to whom they are to be transferred, the consideration for which the Called Shares

are to be transferred (calculated in accordance with this article) and the proposed date of transfer

- 47.2.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 47.2.4 The consideration (the "**Equivalent Consideration**") for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be the same price per share as the Third Party Purchaser has agreed to pay per share to the Selling Shareholder in respect of the Sellers' Shares (subject to the Minimum Consideration being achieved in respect of the aggregate of all Shares)
- 47.2.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:-
- 47.2.5.1 *all of the Called Shareholders and the Selling Shareholders agree otherwise; or*
- 47.2.5.2 that date is less than 3 days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice.
- 47.2.6 The rights of pre-emption set out in these Articles shall not arise on any transfer of Shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 47.2.7 If any holder of Shares does not on completion of the sale of Called Shares execute transfer(s) in respect of all the Called Shares held by him the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf and against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and the directors shall forthwith register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of Shares under this sub-article that no share certificate has been produced.
- 47.2.8 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (a "**New Member**"), a Drag Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Drag Along Notice and such New Member shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Member.
- 47.2.9 Subject to the Companies Acts, the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares. The Register shall not be closed for more than thirty days in any year and notice of such closure shall be given by advertisement in accordance with the Companies Acts.
- 47.2.10 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register or authorise the registration of any transfer of a share in any of the following circumstances:-
- 47.2.11 if the share is not fully paid up;

47.2.12 if the Company has a lien on the share;

47.2.13 if the transfer is of a share or shares (whether fully paid or not) in favour of more than four persons jointly.

If the Directors refuse to register or authorise the registration of a transfer which is effected by a written instrument they shall within two months after the date on which the instrument was lodged with the Company or its registrars send to the transferee notice of the refusal. If and for so long as any procedures for enabling title to securities to be evidenced and transferred without a written instrument are lawfully implemented by the Company pursuant to the Companies Acts, the Directors shall give such notice of any such refusal and within such period as in either case may be required by those procedures or the Companies Acts.

47.2.14 In addition and without prejudice to their rights under article 47.2 10 the Directors may decline to recognise any instrument of transfer unless the instrument of transfer is in respect of only one class of share and is deposited at the Transfer Office (or at such other place as the Directors may from time to time determine) accompanied by the relevant share certificate(s) (save as stated later in this article) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). Subject thereto and to the provisions of article 47.2 10 the Directors shall register any instrument of transfer submitted to them for registration unless forbidden to do so by law. In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a Recognised Investment Exchange, the lodgement of share certificates will not be necessary unless and to the extent that certificates must by law have been issued in respect of the shares in question.

47.2.15 All instruments of transfer which are registered may be retained by the Company. Any instrument of transfer which the Directors refuse to register shall (except in the case of fraud) be returned to the person lodging it when notification of the refusal is given.

47.2.16 No fee shall be charged by the Company in respect of the registration of any transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

47.2.17 Nothing contained in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

48 TRANSMISSION OF SHARES

48.1 If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share.

48.2 Subject always to articles 43.2(e), 43.4, 45 and 46, a Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require

- (a) may, within 28 clear days of written notice to that effect, choose either to become the Holder of those Shares or to have them transferred to another person (and if no choice is made by the Transmittree, he shall be deemed to have elected to become the Holder of those Shares); and
- (b) pending any transfer of the Shares to another person, has the same rights as the Holder had save that the Transmittree does 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 he is entitled, by reason of the holder's death or Bankruptcy or otherwise, unless he becomes the Holder of those Shares.

48.3 Article 43 shall apply to the notice referred to in article 48.2(a) as if it were an instrument of transfer executed by the Shareholder and the event resulting in title to the Share passing to the Transmittor had not occurred

49 EXERCISE OF TRANSMITTEES' RIGHTS

49.1 Transmitters who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.

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

49.3 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 Transmitter has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

50 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a Transmitter is entitled to those Shares, the Transmitter is bound by the notice if it was given to the Shareholder before the Transmitter's name or the name of any person nominated under article 48.2 has been entered in the register of members

51 FRACTIONAL ENTITLEMENTS

51.1 If on any consolidation and division or sub-division of Shares, Shareholders are entitled to fractions of Shares, the Directors may.

- (a) sell the Shares representing the fractions to any person (including the Company) for the best price reasonably obtainable; and
- (b) distribute the net proceeds of sale in due proportion among the Holders of the Shares.

51.2 Where any Holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that Shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

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

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

52 PROCEDURE FOR DECLARING DIVIDENDS

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

52.2 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

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

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

each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

52.5 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 arrears.

52.6 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.

52.7 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.

53 **CALCULATION OF DIVIDENDS**

53.1 Except as otherwise provided by these Articles or the rights attached to the Shares, all dividends must be declared and distributed amongst the Holders of Shares proportionately according to the number of Shares held (and irrespective of the amount paid up on such Shares).

53.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.

54 **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

54.1 In these Articles, the "**Distribution Recipient**" means, in respect of a Share on which a dividend or other sum is payable

- (a) the Holder of the Share; or
- (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree

54.2 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

55 NO INTEREST ON DISTRIBUTIONS

The Company must not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the Holder of that Share and the Company.

56 UNCLAIMED DISTRIBUTIONS

56.1 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.

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

56.3 If.

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

57 NON-CASH DISTRIBUTIONS

57.1 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).

57.2 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.

58 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;
- (c) 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.

59 **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

59.1 The Directors may, if they are so authorised by an ordinary resolution:

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

59.2 Capitalised Sums must be applied:

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

59.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.

59.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.

59.5 The Directors may:

- (a) apply Capitalised Sums in accordance with articles 59.3 and 59.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

60 **NOTICE OF GENERAL MEETINGS**

The notice of a general meeting of the Company must state.

- (a) the time and date of the meeting;
- (b) the place of the meeting, and
- (c) the general nature of the business to be transacted.

61 **ANNUAL GENERAL MEETINGS**

The Company is not required to hold an annual general meeting.

62 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

62.1 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

62.2 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.

62.3 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.

62.4 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.

62.5 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.

63 **QUORUM FOR GENERAL MEETINGS**

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. Two Shareholders present in person or by proxy or by a duly authorised representative shall form a quorum.

64 **CHAIRING GENERAL MEETINGS**

64.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

64.2 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.

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

65 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

65.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

65.2 The chairman of the meeting may at the relevant meeting 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 such meeting.

66 ADJOURNMENT

- 66.1 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
- 66.2 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.
- 66.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 66.4 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.
- 66.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 66.6 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.

67 VOTING: GENERAL

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.

68 VOTING: MENTAL DISORDER

If a court has appointed a person to manage the affairs of a Shareholder as a result of a mental disorder of such Shareholder, the person appointed by that court may, provided he has not less than 48 hours before the time appointed for the relevant meeting, deposited at the registered office of the Company evidence to the satisfaction of the Directors that he has authority to exercise the right to vote, attend any general meeting of the Company and vote at such meeting whether on a show of hands or on a poll

69 **ERRORS AND DISPUTES**

69.1 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.

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

70 **POLL VOTES**

70.1 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.

70.2 A poll may be demanded by:

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

70.3 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,

and such demand will not invalidate the result of a show of hands declared before the demand was made.

70.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs. The result of the poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

70.5 A demand for a poll does not prevent a general meeting from continuing except as regards the question on which the poll was demanded.

70.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken

71 **CONTENT OF PROXY NOTICES**

71.1 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 to which they relate.
- 71.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 71.3 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.
- 71.4 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.
- 72 DELIVERY OF PROXY NOTICES**
- 72.1 Any notice of a general meeting must specify the address or addresses ("**Proxy Notification Address**") at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 72.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 72.3 A Proxy Notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting which it relates. A Proxy Notice which is not delivered in such manner shall be invalid unless the Directors in their absolute discretion, accept the Proxy Notice at any time before the meeting.
- 72.4 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.
- 72.5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 72.6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.
- 73 AMENDMENTS TO RESOLUTIONS**
- 73.1 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.

- 73.2 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
- 73.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

74 NOTICES AND COMMUNICATION

- 74.1 The Company may send, supply or give any document, information or notice to a Shareholder by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant Shareholder (provided that Shareholder has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.
- 74.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 74.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.
- 74.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 74.5 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the Company, shall be

conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the Company, shall be conclusive evidence that the document, notice or information was sent, supplied or given by e-mail.

74.6 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.

74.7 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.

74.8 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.

75 COMPANY SEALS

75.1 Any common seal may only be used by the authority of the Directors.

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

75.3 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

75.4 In this article, an authorised person is.

- (a) any Director of the Company,
- (b) the Company (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

76 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

77 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

78 INDEMNITY AND INSURANCE

78.1 Subject to article 78.2 but without prejudice to any indemnity to which he is otherwise entitled, 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; and/or

- (b) any other liability incurred by that Director as an officer of the Company or an associated company

78.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

78.3 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.

78.4 In this article:

- (a) a "**Relevant Director**" means any Director or former Director of the Company or an associated Company;
- (b) a "**Relevant Loss**" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate