

Company Number 08206644

COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

RECORD OF THE DECISION OF THE SOLE MEMBER OF

BATTENS FARM SOLAR PARK LIMITED

(THE "COMPANY")

PROVIDED PURSUANT TO SECTION 357(2) OF THE COMPANIES ACT 2006

(DECISION TAKEN ON 30 March 2015)

Pursuant to section 357(2) of the Companies Act 2006, the sole member of the Company has provided the Company with a record of details of the following decision taken on 30 March

2015, being a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting as a special resolution of the Company

RESOLUTION

THAT the regulations contained in the printed document attached to this written resolution marked "A" are approved and adopted as the Company's articles of association in substitution for and to the exclusion of all the Company's existing articles of association, with effect from 30 March 2015

Signed



On behalf of Wala Holding 1 Limited

THURSDAY



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20/08/2015

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COMPANIES HOUSE

Company no 08206644

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

Of

Battens Farm Solar Park Limited

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The Companies Act 2006
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

Battens Farm Solar Park Limited

PART I

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms and interpretation

1.1 In the articles, unless the context requires otherwise:

"address" has the meaning given in section 1148 of the Companies Act 2006,

"allocation notice" has the meaning given in article 48.12,

"A ordinary shares" means the A ordinary shares of £0.01 in the capital of the company,

"applicant" has the meaning given in article 48.12,

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

"bad leaver" means an employee shareholder or EBT beneficiary (as appropriate) who becomes a departing employee by reason of

- (a) dismissal or termination (of his employment or the relevant consultancy) by the company (or other group company) for cause, or
- (b) voluntary termination by the employee shareholder or EBT beneficiary (as appropriate) (or by his connected consultancy company) of his employment or of the relevant consultancy, where such voluntary termination occurs on or before the relevant commencement date,

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

"business day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

"buyer" has the meaning given in article 49.1,

"call" has the meaning given in article 35.1,

"called shareholders" has the meaning given in article 49.1;

"calling shareholders" has the meaning given in article 49.1,

"call notice" has the meaning given in article 35.1,

"chairman" has the meaning given in article 13 1,

"chairman of the meeting" has the meaning given in article 67 3,

"clear days" in relation to a notice, excludes the day the notice is deemed under the articles to be given and the day on which the specified period expires,

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

"commencement date" means the later of (i) the second anniversary of an employee shareholder or EBT beneficiary (as appropriate) becoming a director, employee or consultant to any group company, and (ii) the first anniversary of the date of financial close;

"company's lien" has the meaning given in article 33 1,

"compulsory employee transfer" has the meaning given in article 51 2,

"custodian" has the meaning given in article 51 3 2,

"deemed transfer notice" means a transfer notice which is deemed to have been served by any provisions of these articles,

"departing employee" means an employee shareholder or EBT beneficiary (as appropriate) who ceases, for any reason (including death), to be a director or employee or consultant to any group company and who does not continue as, or become, a director or employee of, or consultant to any other group company;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called,

"distribution recipient" has the meaning given in article 58 3,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"EBT" means any employee benefit trust in existence at the relevant time which was set up for the purposes of holding equity and/or debt securities issued by a group company on behalf of officers, employees and consultants of the group,

"EBT beneficiary" means a director and/or an employee of and/or a consultant (or a person that provides services under a consultancy agreement) to any group company who has a beneficial interest in any shares legally owned by the EBT;

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

"electronic means" has the meaning given in section 1168 of the Companies Act 2006,

"eligible director" has the meaning given in article 9 3,

"employee shareholder" means a member or EBT beneficiary who is, or has been, a director, employee or consultant (or provides services under a consultancy agreement) to any group company,

"expert" means an independent firm of accountants appointed by agreement between the company (acting with an shareholder majority consent) and the seller or, in the absence of such agreement within 5 business days of the expiry of the 10 business day period referred to in article 50 1, an independent firm of accountants appointed, and whose terms of appointment are

settled, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator),

"fair value" shall be determined in accordance with article 50 2;

"family trust" as regards any particular individual member (or deceased or former individual member) means trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the particular member and/or any of the privileged relations of that member (and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons),

"financial close" means the entry into an agreement to provide finance for the construction of the project or projects owned (directly or indirectly) by the company;

"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,

"good leaver" means a departing employee who becomes a departing employee in circumstances where he is not a bad leaver,

"group" means (i) the company's ultimate shareholder or any of that ultimate shareholder's subsidiaries from time to time, and (ii) Low Carbon Limited or any of its subsidiaries from time to time, and "group company" shall be construed accordingly,

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

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

"instrument" means a document in hard copy form;

"issue price" means, in respect of any share, the subscription price paid (or agreed to be paid) or acquisition price paid (or agreed to be paid) in respect of that share, including any share premium (where applicable),

"lien enforcement notice" means a notice that complies with the provisions of article 34 2,

"listing" means the successful application and admission of all or any of the shares, or securities representing such shares (including depositary receipts, depositary shares and/or other instruments) to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc, or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000),

"minimum transfer condition" has the meaning given in article 48 2 4,

"offer period" has the meaning given in article 48 9,

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

"ordinary shares" means the ordinary shares of £0.01 in the capital of the company,

"paid" means paid or credited as paid,

"participate" in relation to a directors' meeting, means participation in a meeting of the directors in accordance with article 11,

"permitted transfer" means a transfer of shares made in accordance with article 47;

"permitted transferee" means a person to whom shares are transferred by way of a permitted transfer,

"priority notice" has the meaning given in article 51.3 I,

"priority shares" has the meaning given in article 51 3 2,

"privileged relations" means in relation to a member who is an individual member (or a deceased or former individual member) means a spouse, partner, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue),

"proposed sale price" has the meaning given in article 48 2 3,

"proxy notice" has the meaning given in article 74 1,

"relevant officer" means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or of any undertaking in the same group as the company,

"relevant shares" means all shares held by

- (a) the employee shareholder or EBT beneficiary (as appropriate) in question, or
- (b) any permitted transferee of that employee shareholder or EBT beneficiary (as appropriate),

and includes any shares acquired by any such person after the date the relevant transfer notice is deemed given but before completion of the transfer of shares pursuant to the relevant transfer notice;

"sale shares" has the meaning given in article 48 2 1,

"secured institution" means any bank, financial institution or other similar person in whose favour any such share has been charged or assigned by the Company by way of security (or to any nominee of, or to any person acting as agent or security trustee for, any such bank, financial institution or other person),

"seller" has the meaning given in article 48 2,

"shareholder majority" means the holders for the time being of not less than 75% by nominal value of all ordinary shares,

"shareholder majority consent" means the prior written consent of a shareholder majority,

"share sale" means the sale or transfer of shares constituting the entire issued share capital of the company to a single purchaser (or to one or more purchasers as part of a single transaction) or the acquisition (whether or not as part of a single transaction) of shares constituting such an interest by any person or group of persons who are connected persons of each other and who did not previously hold such an interest,

"shares" means shares in the company;

"special resolution" has the meaning given in section 283 of the Companies Act 2006,

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006,

"surplus shares" has the meaning given in article 48 10 3,

"termination date" means.

- (a) where the employment or consultancy ceases by virtue of notice given by the employer to the employee or consultant, the date on which such notice expires,
- (b) where a contract of employment or a consultancy agreement is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,
- (c) where an employee shareholder or EBT beneficiary (as appropriate) dies, the date of his death,
- (d) where the employee shareholder or EBT beneficiary (as appropriate) concerned is a director but not an employee or consultant, the date on which his letter of appointment (or other terms of appointment) with the relevant group company is terminated, or
- (e) in any other case, the date on which the employment, consultancy or holding of office is terminated,

"transfer notice" has the meaning given in article 48 2,

"transfer price" shall be determined in accordance with article 49 2,

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law,

"ultimate shareholder" means, in respect of any person, the ultimate parent undertaking of such person from time to time,

"unvested proportion" has the meaning given in article 51 5,

"vested proportion" has the meaning given in article 51.5, and

"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

1 2 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded

1 3 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when the articles become binding on the company

1 4 Any reference in these articles to the holding of shares by an employee shareholder shall, where the legal title to any shares in which a departing employee has a beneficial interest is held by an EBT, be deemed to be a reference to the holding of such beneficial interest in such shares by that EBT beneficiary

- 1 5 Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force
- 1 6 Words importing the singular number only include the plural and vice versa Words importing the masculine gender include the feminine and neuter gender Words importing persons include corporations
- 2 Liability of members
- The liability of the members is limited to the amount, if any, unpaid on the shares held by them

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

- 3 Directors' general authority
- Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company
- 4 Power to change the company's name
- The directors may from time to time change the name of the company to any name considered by the directors to be advantageous, expedient or otherwise desirable
- 5 Members' reserve power
- 5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.
- 6 Directors may delegate
- 6 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
- 6 1 1 to such person or committee,
- 6 1 2 by such means (including by power of attorney),
- 6 1 3 to such an extent,
- 6 1 4 in relation to such matters or territories, and
- 6 1 5 on such terms and conditions
- as they think fit The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors

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 the articles which govern the taking of decisions by directors

7 2 A member of a committee need not be a director

7 3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

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

8 2 1 the company only has one director, and

8 2 2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

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 signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.

9 3 References in the articles to "**eligible directors**" are to directors 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 that particular matter)

9 4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a 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

10 2 1 its proposed date and time,

10 2 2 where it is to take place, and

- 10 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 10 3 Notice of a directors' meeting need not be in writing and must be given to each director provided that, if a director is absent (whether habitually or temporarily) from the United Kingdom, the company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom
- 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 not more than seven days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it
11. Participation in directors' meetings
- 11 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- 11 1 1 the meeting has been called and takes place in accordance with the articles, and
- 11 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11 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
- 11 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
- 12 Quorum for directors' meetings
- 12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 12 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two provided that
- 12 2.1 if and so long as there is only one director the quorum shall be one, and
- 12.2.2 for the purposes of any meeting held pursuant to article 16 to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum shall be one.
- 12 3 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
- 12 3 1 to appoint further directors, or
- 12 3 2 to call a general meeting so as to enable the members to appoint further directors
- 13 Chairing of directors' meetings
- 13 1 The directors may appoint a director to chair their meetings The person so appointed for the time being is known as the "chairman"
- 13 2 The directors may terminate the chairman's appointment at any time

- 13 3 If no director has been appointed chairman, or the chairman is unwilling to chair the meeting or 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
14. Casting vote
- 14 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- 14 2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 15 Directors' interests
- Except to the extent that article 16 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company
- 16 Directors' conflicts of interest
- 16 1 Subject to the provisions of the Companies Act 2006 and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 16 1, he would or might be in breach of his duty under the Companies Act 2006 to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the company, or promoted by the company or by any undertaking in the same group as the company, or in which the company or any undertaking in the same group as the company is otherwise interested
- 16 2 No director shall
- 16.2 1 by reason of his office, be accountable to the company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 16 1 (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit),
- 16 2 2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 16.1, or
- 16 2 3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 16 1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection
- 16 3 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the

director has an interest in any such transaction of the nature and extent so specified, and an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

16 4 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that

16 4 1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest

- (a) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration,
- (b) may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his votes had not been counted, and

16 4 2 where the directors give authority in relation to such a conflict

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict,
- (b) the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so,
- (c) the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence,
- (d) the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the company for any benefit that he receives as a result of the conflict,
- (e) the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties,
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and

(g) the directors may withdraw such authority at any time

16.5 Subject to article 16.6, 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

16.6 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

17. Records of decisions to be kept

The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

18. Directors' discretion to make further rules

Subject to the articles, 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.

APPOINTMENT OF DIRECTORS

19. Methods of appointing and removing directors

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

19.1.1 by ordinary resolution, or

19.1.2 by a decision of the directors

19.2 If the company has no directors and, by virtue of death or bankruptcy, no member is capable of acting, the transferee of the last member to have died or to have had a bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a director

19.3 For the purposes of article 19.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

19.4 Any member or members holding a majority in nominal amount of the issued ordinary share capital that confers the right to attend and vote at general meetings may at any time appoint any person to be a director, whether as an additional director or to fill a vacancy, and may remove from office any director howsoever appointed and any alternate director. Any such appointment or removal shall be effected by notice in writing to the company by the relevant member or members. Any such appointment or removal shall take effect when it is delivered to the registered office of the company or, if it is produced at a meeting of the directors, when it is so produced or, if sent by electronic means to an address generally used by the company, when it is sent (and article 79.2 shall not apply to it). Any such removal shall be without prejudice to any claim that a director may have under any contract between him and the company

20. Termination of director's appointment

20.1 A person ceases to be a director as soon as

- 20 1 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
 - 20 1 2 a bankruptcy order is made against that person,
 - 20 1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
 - 20.1 4 he becomes, in the opinion of all his co-directors, physically or mentally incapable of discharging his duties as a director,
 - 20 1 5 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
 - 20 1 6 he is otherwise duly removed from office
- 20 2 Any member or members holding a majority in nominal amount of the issued ordinary share capital that confers the right to attend and vote at general meetings may at any time appoint any person to be a director, whether as an additional director or to fill a vacancy, and may remove from office any director howsoever appointed and any alternate director Any such appointment or removal shall be effective by written notice to the company by the relevant member or members Any such appointment or removal shall take effect when it is delivered to the registered office of the company or, if it is produced at a meeting of the directors, when it is so produced or, if sent by electronic means to an address generally used by the company or the board, when it is sent Any such removal shall be without prejudice to any claim that a director may have under any contract between him and the company
- 21 Directors' remuneration
- 21 1 Directors may undertake any services for the company that the directors decide
- 21 2 Directors are entitled to such remuneration as the directors determine
- 21.2.1 for their services to the company as directors, and
 - 21 2 2 for any other service which they undertake for the company
- 21 3 Subject to the articles, a director's remuneration may
- 21 3 1 take any form, and
 - 21.3 2 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
- 21 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day
- 22 Directors' expenses
- The company may pay any reasonable expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at
- 22 1 1 meetings of directors or committees of directors,
 - 22 1 2 general meetings, or
 - 22 1 3 separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

ALTERNATE DIRECTORS

23 Appointment and removal of alternate directors

23 1 Any director may appoint as an alternate any other director, or any other person, to

23 1.1 exercise that director's powers; and

23 1 2 carry out that director's responsibilities,

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

23 2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by his appointor, or in any other manner approved by the directors

24. Rights and responsibilities of alternate directors

24 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

24 2 Except as the articles specify otherwise, alternate directors.

24.2 1 are deemed for all purposes to be directors,

24 2 2 are liable for their own acts and omissions;

24 2 3 are subject to the same restrictions as their appointors, and

24.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

24 3 A person who is an alternate director but not a director

24 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

24 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

24 3 3 shall not be counted as more than one director for the purposes of articles 24 3 1 and 24 3 2

24 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

24 5 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

25 Termination of alternate directorship

An alternate director's appointment as an alternate terminates

- 25.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- 25.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 25.1.3 on the death of the alternate's appointor,
- 25.1.4 when the alternate's appointor's appointment as a director terminates; or
- 25.1.5 when the alternate is removed in accordance with the articles.

PART 3 SHARES AND DISTRIBUTIONS

SHARES

26 Powers to issue different classes of share

26.1 Subject to the articles, but 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

26.2 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.

27 Payment of commissions on subscription for shares

27.1 The company may pay any person a commission in consideration for that person

27.1.1 subscribing, or agreeing to subscribe, for shares; or

27.1.2 procuring, or agreeing to procure, subscription for shares

27.2 Any such commission may be paid

27.2.1 in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and

27.2.2 in respect of a conditional or an absolute subscription

28 Class rights

28.1 The special rights attaching to the ordinary shares as a class of shares may be abrogated or varied only if.

28.1.1 the holders of three-quarters in nominal value of the ordinary shares consent in writing to the variation or abrogation, or

- 28 1 2 a special resolution passed at a separate general meeting of the holders of the ordinary shares sanctions the variation or abrogation
- 28 2 The special rights attached to the A ordinary shares may only be varied or abrogated (either whilst the company is a going concern or during or in contemplation of a winding up) with (i) the consent in writing of the holders of at least 75% in nominal value of all the shares and (ii) shareholder majority consent (and article 28 1 shall not apply in respect of such A ordinary shares).
- 29 Redemption of A ordinary shares
- 29 1 As regards redemption of A ordinary shares
- 29 1 1 At any time prior to financial close, the company shall have the right, with shareholder majority consent, at any time and from time to time to redeem all (but not part) of the A ordinary shares then in issue as it may, by not less than 5 days' previous written notice to the holders of such A ordinary shares, specify and any such notice (a "redemption notice") shall also specify the date fixed for redemption
- 29 1 2 Subject to the provisions of the Companies Acts, upon each date on which the A ordinary shares become due for redemption pursuant to the foregoing provisions of this article the company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such shares) of each A ordinary shares then due to be redeemed an amount of £0 01 per A ordinary share
- 29 1 3 Certificates for A ordinary shares shall be deemed to have been cancelled to the extent appropriate on the date upon which the shares to which they relate are redeemed in full.
- 29.1 4 If on any due date for redemption of A ordinary shares the company is prohibited by law from redeeming all of the A ordinary shares then falling to be redeemed it shall on such date redeem such number of them as it may then lawfully redeem and shall redeem the balance so soon thereafter as it is not so prohibited
- 30 Company not bound by less than absolute interests
- Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it
- 31 Exclusion of statutory pre-emption provisions
- Sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities made by the company and, save as may be expressly agreed between the members, all other rights of pre-emption in respect of the shares are hereby excluded
- 32 Fractional entitlements
- 32 1 Where there has been a consolidation or division of shares and, as a result, members are entitled to fractions of shares, the directors may
- 32 1 1 sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,
- 32 1 2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

- 32 1 3 distribute the net proceeds of sale in due proportion among the holders of the shares
- 32 2 Where any holder's entitlement to a portion of the proceeds of sale under article 32 1 amounts to less than a minimum figure determined by the directors, that member's portion may be retained for the benefit of the company
- 32 3 The person to whom the shares are transferred pursuant to article 32 1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

LIEN, FORFEITURE AND TRANSFERS

33. Company's lien over shares

- 33 1 Subject to article 87, the company has a lien (the "**company's lien**") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future.
- 33 2 The company's lien over a share
- 33 2 1 takes priority over any third party's interest in that share, and
- 33 2.2 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
- 33 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

34. Enforcement of the company's lien

- 34 1 Subject to the provisions of this article, if
- 34 1 1 a lien enforcement notice has been given in respect of a share; and
- 34 1 2 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
- 34 2 A lien enforcement notice
- 34 2 1 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,
- 34 2 2 must specify the share concerned,
- 34 2 3 must require payment of the sum within 14 clear days of the notice;
- 34 2 4 must be addressed either to the holder of the share or to a transmittee of that holder, and
- 34 2 5 must state the company's intention to sell the share if the notice is not complied with
- 34 3 Where shares are sold under this article

- 34 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and
- 34 3 2 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
- 34 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
 - 34 4 1 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
 - 34 4 2 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 an indemnity in a form reasonably satisfactory to the directors 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 (whether immediately or at some time in the future) after the date of the lien enforcement notice
- 34 5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
 - 34 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 34 5 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share
- 35 **Call notices**
 - 35 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the company a specified sum of money (a "call") which is payable in respect of his shares at the date when the directors decide to send the call notice
 - 35 2 A call notice
 - 35 2 1 may not require a member to pay a call which exceeds the total sum unpaid on the shares (whether as to nominal value or any amount payable to the company by way of premium),
 - 35 2 2 must state when and how any call to which it relates is to be paid, and
 - 35 2 3 may permit or require the call to be made in instalments
 - 35 3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 clear days have passed since the notice was sent
 - 35 4 Before the company has received any call due under a call notice the directors may
 - 35 4 1 revoke it wholly or in part, or
 - 35 4 2 specify a later time for payment than is specified in the notice,
 by a further notice in writing to the member in respect of whose shares the call is made

- 35 5 The directors may, if they think fit, receive from any member willing to advance them all or any part of the monies unpaid and uncalled upon the shares held by him and may pay interest upon the monies so advanced (to the extent such monies exceed the amount of the calls due and payable upon the shares in respect of which they have been advanced) at such rate (not exceeding 15 per cent per annum unless the company by ordinary resolution otherwise directs) as the directors may determine. A payment in advance of calls shall extinguish, to the extent of it, the liability upon the shares in respect of which it is advanced.
- 36 Liability to pay calls
- 36 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.
- 36 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 36 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
- 36 3 1 to pay calls which are not the same, or
- 36 3 2 to pay calls at different times
37. When call notice need not be issued
- 37 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.
- 37 1 1 on allotment,
- 37 1.2 on the occurrence of a particular event, or
- 37 1 3 on a date fixed by or in accordance with the terms of issue
- 37 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 38 Failure to comply with call notice automatic consequences
- 38 1 If a person is liable to pay a call and fails to do so by the call payment date
- 38 1 1 the directors may issue a notice of intended forfeiture to that person, and
- 38 1 2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 38 2 For the purposes of this article
- 38 2 1 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 it is that later date, and
- 38 2 2 the "relevant rate" is
- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted,

- (b) 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
 - (c) if no rate is fixed in either of these ways, 5 per cent per annum
- 38.3 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
- 38.4 The directors may waive any obligation to pay interest on a call wholly or in part
- 39. Notice of intended forfeiture
 - A notice of intended forfeiture
 - 39.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
 - 39.1.2 must be sent to the holder of that share (or all the joint holders of that share) or to a transferee of that holder,
 - 39.1.3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice,
 - 39.1.4 must state how the payment is to be made, and
 - 39.1.5 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
- 40. 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
- 41. Effect of forfeiture
 - 41.1 Subject to the articles, the forfeiture of a share extinguishes
 - 41.1.1 all interests in that share, and all claims and demands against the company in respect of it, and
 - 41.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company
 - 41.2 Any share which is forfeited in accordance with the articles
 - 41.2.1 is deemed to have been forfeited when the directors decide that it is forfeited,
 - 41.2.2 is deemed to be the property of the company, and
 - 41.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit
 - 41.3 If a person's shares have been forfeited

- 41 3 1 the company must send that person notice that forfeiture has occurred and record it in the register of members,
 - 41 3 2 that person ceases to be a member in respect of those shares,
 - 41 3 3 that person must surrender the certificate for the shares forfeited to the company for cancellation,
 - 41 3 4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 41 3 5 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
- 41 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, interest and expenses due in respect of it and on such other terms as they think fit
- 42. Procedure following forfeiture**
- 42 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
- 42 2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date
- 42 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 42 2 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share
- 42 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
- 42 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
- 42 4 1 was, or would have become, payable, and
 - 42 4 2 had not, when that share was forfeited, been paid by that person in respect of that share,
- but 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
- 43. Surrender of shares**
- 43 1 A member may surrender any share
- 43 1 1 in respect of which the directors may issue a notice of intended forfeiture,
 - 43 1 2 which the directors may forfeit, or

- 43 1 3 which has been forfeited
- 43 2 The directors may accept the surrender of any such share
- 43 3 The effect of surrender on a share is the same as the effect of forfeiture on that share
- 43 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited
- 44. Share certificates**
- 44 1 The company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.
- 44 2 Every certificate must specify
 - 44 2 1 in respect of how many shares, of what class, it is issued,
 - 44 2 2 the nominal value of those shares,
 - 44 2 3 the amount paid up on them, and
 - 44 2 4 any distinguishing numbers assigned to them
- 44 3 No certificate may be issued in respect of shares of more than one class
- 44 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 44 5 Certificates must
 - 44 5 1 have affixed to them the company's common seal, or
 - 44 5 2 be otherwise executed in accordance with the Companies Acts
- 44 6 The directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed
- 45. Replacement share certificates**
- 45 1 If a certificate issued in respect of a member's shares is
 - 45 1 1 damaged or defaced, or
 - 45 1 2 said to be lost, stolen or destroyed,
 that member is entitled to be issued with a replacement certificate in respect of the same shares
- 45 2 A member exercising the right to be issued with such a replacement certificate
 - 45 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 45 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and
 - 45 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

46. Share transfers

- 46 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if the shares are not fully paid, the transferee.
- 46 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 46 3 The company may retain any instrument of transfer which is registered
- 46 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 46 5 No share shall be transferred, and the directors shall refuse to register a transfer of any share, unless it is made in accordance with these articles. The directors shall register an duly stamped transfer made in accordance with these articles, unless they suspect that the proposed transfer may be fraudulent
- 46 6 If a member transfers (or purports to transfer) a share otherwise than in accordance with these articles, he shall, save with shareholder majority consent to the contrary, be deemed to have immediately served a transfer notice in respect of all shares held by him.
- 46 7 To enable the directors to determine whether or not there has been any transfer (or purported transfer) of shares the directors may require
- 46 7 1 any holder (or the legal representatives of a deceased holder), or
- 46 7 2 any person named as a transferee in a transfer lodged for registration, or
- 46 7 3 such other person as the directors may reasonably believe to have information relevant to that purpose,
- to provide the company with any information and evidence that the directors think fit regarding any matter which they deem relevant to that purpose
- 46 8 If any such information or evidence referred to in article 46 7 is not provided to enable the directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the directors are reasonably satisfied that a breach has occurred, the directors shall immediately notify the holder of such shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the directors within 5 business days of receipt of such written notice, then, unless otherwise directed in writing by an shareholder majority, the directors may, by notice in writing to the relevant holder, determine that a transfer notice shall be deemed to have been given in respect of some or all of his shares with effect from the date of service of the notice (or such later date as may be specified in such notice) and the transfer price for such shares shall be as set out in article 51 5 1
- 46 9 Unless expressly provided otherwise in these articles, if a transfer notice is deemed to have been given under these articles, the deemed transfer notice shall be treated as having specified that
- 46 9.1 it does not contain a minimum transfer condition, and
- 46 9 2 the seller wishes to transfer all the shares held by him (including any shares acquired after the date the relevant transfer notice is deemed given but before completion of the transfer of shares pursuant to the relevant transfer notice)

- 46 10 Any transfer notice served in respect of the transfer of any share which has not completed before the date of service of a deemed transfer notice shall (save with shareholder majority consent to the contrary) automatically be revoked by the service of a deemed transfer notice
- 46 11 Subject to article 87, the directors, in their absolute discretion, may refuse to register the transfer of a share, whether or not it is fully paid, and if they do so, they shall within two months after the date on which the transfer was lodged send the transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed transfer may be fraudulent, the instrument of transfer
47. Permitted transfers
- 47 1 A member holding A ordinary shares (the "original shareholder") shall not transfer any right or interest in any shares held by such member without the prior written consent of the board
- 47 2 A member holding ordinary shares may transfer all or any of his or its shares to any person or persons it may consider appropriate or desirable
- 47 3 A transfer of shares may only be made to the trustee(s) of a family trust if the board is satisfied
- 47 3 1 with the terms of the trust instrument and, in particular, with the powers of the trustee(s),
- 47 3 2 with the identity of the proposed trustee(s),
- 47 3 3 that the proposed transfer will not result in 50% or more of the aggregate of the company's equity share capital being held by trustees of that and any other trusts, and
- 47 3 4 that no costs incurred in connection with the setting up or administration of that family trust are to be paid by the company
- 47 4 If the original shareholder is an individual and a permitted transfer has been made to a privileged relation or family trust of the original shareholder, the permitted transferee (or the transmittee(s) of any such person), shall within 20 business days of ceasing to be a privileged relation or family trust (as appropriate) of the original shareholder (for any reason whatsoever) either
- 47 4 1 execute and deliver to the company a transfer of the shares held by him or it to the original shareholder (or to any permitted transferee of the original shareholder) for such consideration as may be agreed between them, or
- 47 4 2 give a transfer notice to the company in accordance with article 48,
- failing which a transfer notice shall be deemed to have been given in respect of such shares on the expiry of the period set out in this article 47.4
- 47 5 Notwithstanding any other provision of this article 47, a transfer of any shares approved by the directors may be made without any price or other restriction and any such transfer shall be registered by the directors
- 48 Pre-emption rights on the transfer of shares
- 48 1 Any transfer of ordinary shares by any member shall be subject to the pre-emption rights in this article 48
- 48 2 A member who wishes to transfer shares (a "seller") shall, before transferring or agreeing to transfer any shares, give notice in writing (a "transfer notice") to the company specifying

- 48 2 1 subject to article 46 9, the number of shares he wishes to transfer (the "**sale shares**");
- 48 2 2 the name of the proposed transferee, if any,
- 48 2 3 subject to article 51 5, the price per sale share (in cash), if any, at which he wishes to transfer the sale shares (the "**proposed sale price**"); and
- 48 2.4 subject to article 46 9, whether the transfer notice is conditional on all or a specific number of the sale shares being sold (a "**minimum transfer condition**").
- 48 3 Except in the case of a deemed transfer notice (which may not be withdrawn), where the transfer price of the sale shares comprised within a transfer notice is to be the fair value and such fair value is less than the proposed sale price the seller may, within 5 business days of receipt of notification of the fair value, withdraw the transfer notice. Otherwise, a transfer notice may only be withdrawn with Investor Consent
- 48 4 A transfer notice (or deemed transfer notice) constitutes the company the agent of the seller for the sale of the sale shares at the transfer price
- 48 5 As soon as practicable following the later of:
 - 48 5 1 receipt of a transfer notice (or in the case of a deemed transfer notice, the date such notice is deemed to be served), and
 - 48 5 2 the determination of the transfer price,
 the directors shall (unless the transfer notice is withdrawn in accordance with article 48.3) offer the sale shares (to the extent it is permitted to do so under applicable law) for sale in the manner set out in the remaining provisions of this article 48 at the transfer price. Each offer shall be in writing and give details of the number and transfer price of the sale shares offered
- 48 6 The company shall, subject to articles 48 7 and 51, buy back the sale shares or offer them to the other holders of shares on the basis set out in articles 48 9 to 48.15
- 48 7 The company shall offer the sale shares in the following order of priority
 - 48 7 1 first, to the other holders of ordinary shares, and
 - 48 7 2 second, to the company (to the extent it is permitted to do so under applicable law),
 on the basis set out in articles 48 9 to 48 15
- 48 8 An offer of sale shares made in accordance with article 48 7 shall remain open for acceptance for a period from the date of the offer to the date 10 business days after the offer (both dates inclusive). Any sale shares not allocated within that period shall be dealt with in accordance with articles 48 9 and 48 10
- 48 9 Subject to article 48 8, the directors shall offer the sale shares in the order of priority referred to in article 48 6 to the company and the members (other than the seller), inviting them to apply in writing within the period from the date of the offer to the date 20 business days after the offer (both dates inclusive) (the "**offer period**") for the maximum number of sale shares they wish to buy
- 48 10 If:
 - 48 10 1 at the end of the offer period, the number of sale shares applied for is equal to or exceeds the number of sale shares, the directors shall allocate the sale shares to the company and each member who has applied for sale shares in the proportion which his

or its existing holding of shares bears to the total number of shares of the class being offered held by all members (other than the seller) Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all sale shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the directors) No allocation shall be made to a member of more than the maximum number of sale shares which he has stated he is willing to buy;

48.10 2 not all sale shares are allocated following allocations in accordance with article 48 10 1, but there are applications for sale shares that have not been satisfied, the directors shall allocate the remaining sale shares to such applicants in accordance with the procedure set out in article 48 10 1 The procedure set out in this article 48 10 2 shall apply on any number of consecutive occasions until either all sale shares have been allocated or all applications for sale shares have been satisfied; and

48 10 3 at the end of the offer period, the total number of shares applied for is less than the number of sale shares, the directors shall allocate the sale shares to the members in accordance with their applications The balance (the "surplus shares") shall, subject to article 48 11, be offered to any other person in accordance with article 48 15

48 11 Where the transfer notice contains a minimum transfer condition

48.11 1 any allocation made under the preceding articles shall be conditional on the fulfilment of the minimum transfer condition, and

48 11 2 if the total number of sale shares applied for under the preceding articles is less than the number of sale shares, the board shall notify the seller and all those members to whom sale shares have been conditionally allocated stating that the condition has not been met and that the relevant transfer notice has lapsed with immediate effect

48 12 Where either

48 12 1 the transfer notice does not contain a minimum transfer condition, or

48 12 2 allocations have been made in respect of all the sale shares,

the Directors shall, when no further offers or allocations are required to be made under the preceding articles, give notice in writing of the allocations of sale shares (an "allocation notice") to the Seller and each Shareholder to whom sale shares have been allocated (each an "applicant") The Allocation Notice shall specify the number of sale shares allocated to each applicant and the place and time for completion of the transfer of the sale shares (which shall be at least 5 business days, but not more than 15 business days, after the date of the allocation notice)

48 13 Subject to article 51 4, on the date specified for completion in the allocation notice, the seller shall, against payment from an applicant, transfer the sale shares allocated to such applicant, in accordance with any requirements specified in the allocation notice.

48 14 If the seller fails to comply with article 48 13

48 14 1 the chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent and attorney on behalf of the seller)

(a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant sale shares to the applicants,

(b) receive the transfer price and give a good discharge for it (and no applicant shall be obliged to see to the distribution of the transfer price), and

- (c) (subject to the transfer being duly stamped) enter the applicants in the register of members as the holders of the shares purchased by them, and

48 14 2 the company shall pay the transfer price into a separate bank account in the company's name on trust (but without interest) for the seller until he has delivered his certificate(s) for the relevant shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together with such other evidence (if any) as the board may reasonably require to prove good title to those shares) to the company

48 15 Where an allocation notice does not relate to all the sale shares or the transfer notice lapses pursuant to article 48 11 2 then the seller may, at any time during the 15 business days following the date of service of the allocation notice, transfer the sale shares (in the case of a lapsed offer) or the surplus shares (as the case may be) to any person at a price at least equal to the transfer price. The sale of the sale shares- (following the lapse of a transfer notice) in accordance with this article 48 15 shall continue to be subject to any minimum transfer condition

49. Drag rights

49 1 If any offer made by a person or persons (the "buyer") to acquire 75% of the ordinary shares (the "calling shareholders"), the calling shareholders shall have the right to require all the other holders of shares (the "called shareholders") to transfer within five business days of written notice from the calling shareholders all of their shares on terms that provide for the consideration per share to be not less than the highest consideration given or agreed to be given by the for the shares of the ordinary shares held by the calling shareholders. In this article 49.1, "highest consideration" means

49 1 1 if only cash is offered to the calling shareholders, or if the buyer has acquired any ordinary shares held by the calling shareholders for cash, the highest amount of cash per such ordinary shares thus offered or paid,

49 1 2 if, in the absence of this article, a non-cash consideration with a cash alternative would be offered to the calling shareholders, or if the buyer has acquired any ordinary shares held by the calling shareholders for cash, the highest amount of cash per such ordinary shares thus offered or paid,

49 1.3 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered to the calling shareholders, but the buyer has acquired any ordinary shares held by the calling shareholders for cash, the highest amount of cash per such ordinary shares thus paid, and

49 1 4 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered to the calling shareholders, and the buyer has not acquired any ordinary shares held by the calling shareholders for cash, the highest non-cash consideration per such ordinary shares thus offered

The right of the calling shareholders shall be exercised by the calling shareholders giving written notice to the called shareholders accompanied by copies of all documents required to be executed by the called shareholders to give effect to the required transfer

49 2 If any member shall not, within 14 days of becoming required to do so under article 49 1, deliver to the buyer duly executed transfers in respect of the shares held by such member, the directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the company may receive the purchase money in trust for him or it and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such

transfer(s) to the buyer (or its agents) and cause the buyer (or its nominees) to be registered as the holder(s) of such shares. The transfer(s) and the receipt of the company for the purchase money shall constitute a good title to the shares and the receipt shall be a good discharge to the buyer, who shall not be bound to see to the application of the purchase money and whose title to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article

50. Valuation

50 1 The transfer price for each sale share the subject of a transfer notice (or deemed transfer notice) shall, save where expressly provided otherwise in these articles, be the price per sale share (in cash) agreed between the directors (any director with whom the seller is connected not voting), acting with shareholder majority consent, and the seller or, in default of agreement within 10 business days of the date of service of the transfer notice (or, in the case of a deemed transfer notice, the date on which the board of directors first has actual knowledge of the facts giving rise to such deemed service), the fair value of each sale share.

50 2 The "fair value" shall be the price per sale share determined by the expert on the following bases and assumptions

50 2 1 valuing the sale shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the transfer notice was served (or deemed served),

50 2 2 if the company is then carrying on business as a going concern, on the assumption that it will continue to do so;

50 2 3 that the sale shares are capable of being transferred without restriction,

50 2 4 in the case of A ordinary shares only, valuing the sale shares as a proportion (equal to the proportion that the sale shares bear to the entire issued share capital of the company) of 80% of the fair value (as at the date on which the employee shareholder became a departing employee) of all the issued shares without any other premium or discount being attributable to the percentage of the issued share capital of the company which they represent,

50 2 5 in the case of ordinary shares only, valuing the sale shares as a proportion (equal to the proportion that the sale shares bear to the entire issued share capital of the company) of the fair value (as at the date on which the employee shareholder became a departing employee) of all the issued shares without any other premium or discount being attributable to the percentage of the issued share capital of the company which they represent, and

50 2 6 reflecting any other factors which the expert reasonably believes should be taken into account

50 3 If any difficulty arises in applying any of these assumptions or bases then the expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit

50 4 The directors will give the expert access to all accounting records or other relevant documents of the group, subject to it agreeing such confidentiality provisions as the directors may reasonably impose

50 5 The parties are entitled to make written submissions to the expert and shall provide (or procure that others provide) the expert with such assistance and documents as the expert may reasonably require for the purpose of reaching a decision

50 6 The expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error)

50.7 The expert shall be requested to determine the fair value within 15 business days of its appointment and to deliver its certificate to the company. Forthwith upon receipt, the company shall deliver a copy of the certificate to the seller.

50.8 The cost of obtaining the expert's certificate shall be borne by the seller and the company equally or in such other proportions as the expert directs unless:

50.8.1 the seller withdraws the relevant transfer notice in accordance with article 48.3, or

50.8.2 in respect of a deemed transfer notice, the fair value is less than the price per sale share offered to the seller by the directors before the appointment of the expert,

in which case the Seller shall bear the cost.

51. Compulsory transfers

51.1 A person entitled to a share in consequence of the bankruptcy of a member (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a transfer notice in respect of that share at such time as the directors (acting with majority shareholder consent) may determine.

51.2 If an employee shareholder becomes:

51.2.1 a good leaver, or

51.2.2 a bad leaver,

a transfer notice shall, unless the directors (with majority shareholder consent) otherwise direct in writing in respect of any particular relevant shares prior to or within 15 business days after the relevant termination date, be deemed to have been served on the relevant termination date in respect of all relevant shares (a "**compulsory employee transfer**") and any transfer notice served in respect of any of such relevant shares before the date such employee shareholder becomes a departing employee shall automatically lapse.

51.3

51.3.1 If any transfer notice is deemed to be given pursuant to article 51.2, the company shall forthwith give written notice of such occurrence (such notice to include details of all the shares to which such transfer notice relates) to a shareholder majority. If within 21 days of the giving of such notice by the company a shareholder majority requires, by written notice to the company (a "**priority notice**") that all or any sale shares to which such transfer notice relates should be made or kept available either for any person or persons who is or are (an) existing director(s) and/or employee(s) of a group company or a person or persons (whether or not then ascertained) whom in the opinion of such shareholder majority it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of a group company (whether or not in place of the person by whom the relevant transfer notice was deemed to be given) then the provisions of article 51.3.2 shall apply.

51.3.2 If a priority notice is given, then, in relation to the sale shares (the "**priority shares**") the subject thereof, the provisions of article 48.7 shall not apply and the priority shares shall either:

- (a) be offered to the person(s) (and, in the case of more than one, in the proportions) specified in the priority notice (conditional, in the case of any prospective director and/or employee upon his taking up his proposed appointment with a group company (if not then taken up)); or

- (b) if the relevant priority notice so requires, be offered to no fewer than two persons or a company or an EBT designated by a shareholder majority (a "custodian") to be held, in the case of an EBT, legally but not beneficially, and in all other cases both legally and beneficially (in the event of their acquiring the priority shares), on and subject to the terms referred to in article 51 3 3
- 51 3.3 If(a) custodian(s) become(s) the holder(s) of priority shares, then (unless and to the extent that the directors with shareholder majority consent otherwise agree from time to time) they or it shall hold them on, and subject to, the following terms
 - (a) they or it may not exercise any of the voting rights attaching to such shares,
 - (b) save with the approval of the remuneration committee (as constituted from time to time) of the board, they or it shall not encumber them,
 - (c) they or it will (subject as provided in article 51 3.4) transfer the legal title to such shares and all such other interests as they or it may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as a shareholder majority may from time to time direct by notice in writing to the custodian(s) PROVIDED THAT the custodian(s) may not be required to enter into any agreement or otherwise take any action if and to the extent that they or it would or might incur any personal liability (whether actual or contingent) or suffer any personal loss, and
 - (d) if an offer is made to them or it for the priority shares (whether as part of a general offer or otherwise) then they or it shall seek instructions from an shareholder majority as to what (if any) actions they or it should take with regard thereto but, absent instructions from an shareholder majority within 21 days of seeking the same, the custodian(s) may accept or decline to accept such offer, as they or it may think fit
- 51.3 4 A shareholder majority may not direct the custodian(s) to transfer all or any priority shares other than to an EBT, or a person who is an existing director and/or employee of a group company or who has agreed (subject only to priority shares being transferred to him) to accept appointment as such a director and/or employee save with the prior approval of the directors.
- 51 4 In circumstances where (i) a deemed transfer notice has been given in accordance with these articles, and (ii) the sale shares have been transferred to (A) a custodian, or (B) prospective director and/or employee pursuant to article 51 3 2 or (C) the company but that prospective director and/or employee and/or the company is unable to make payment for such transfer at that time, then
 - 51 4 1 payment for such transfer shall be made to the seller following the earlier of (1) the distribution of the proceeds of a liquidation of the company, (2) a share sale (to the extent that the sale shares have been sold as part of the share sale) or (3) a listing (the "Exit Date"); and
 - 51 4 2 if the value of the shares at the Exit Date is lower than the value agreed at the time the departing employee became a leaver, then the transfer price shall be reduced to reflect the fair value at the Exit Date
- 51 5 Notwithstanding any other provisions of these articles, the transfer price in respect of a compulsory employee transfer shall, where the departing employee is

51 5 1 a bad leaver, be restricted to the lower of the aggregate issue price of such sale shares and the aggregate fair value of such sale shares, and

51 5 2 a good leaver, be the aggregate of

(a) the fair value of the vested proportion of such sale shares, and

(b) the lower of (i) the aggregate issue price and (ii) the aggregate fair value of the unvested proportion of such sale shares

In this article 51 5, the "vested proportion" of the sale shares shall be 0% if the termination date occurs before the first anniversary of financial close, 50% if the termination date occurs on or after the first anniversary of financial close and 100% if the termination date occurs on or after the date of a share sale, listing or liquidation or winding up of the company, provided always, that the vested proportion of the sale shares shall be 50% where the employee shareholder becomes a departing employee prior to the earlier of a share sale, listing or liquidation or winding up of the company. The remaining sale shares shall be the "unvested proportion" of the sale shares

51.6 Notwithstanding the provisions of article 51.5, an shareholder majority may, by notice in writing served on the company and the relevant seller(s), direct that some higher (but not lower) transfer price shall apply to any or all sale shares which would otherwise be subject to article 51 5

51 7 If a former employee shareholder who remains a member is in material breach of his obligations under his employment agreement with a group company (or his connected consultancy company is in breach of terms of its engagement by a group company) and the company has given valid written notice of such breach to such member and such member has not remedied such breach within 28 days of the date of such notice or, to the extent that the remedy involves the disposition of shares or interests, the member has not commenced the process to dispose of such shares or interests in accordance with the terms under which such shares or interests are held within two months of the date of such notice, that member shall be deemed on expiry of the relevant period above to have given a transfer notice in respect of such number of the shares held by him at such time as the directors (acting with shareholder majority consent) may determine. Notwithstanding any other provisions of these articles, in such a case the transfer shall be restricted to a maximum of the lower of the aggregate issue price of such sale shares and the aggregate fair value of such sale shares

51 8 The directors may (with shareholder majority consent) reinstate the rights referred to in this article 51 8 at any time and, in any event, such rights shall be reinstated in respect of any shares transferred pursuant to this article 51 on completion of such transfer

52 Transmission of shares

52.1 If title to a share passes to a transferee, the company may only recognise the transferee as having any title to that share

52 2 A transferee who produces such evidence of entitlement to shares as the directors may properly require

52 2 1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

52 2 2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- 52 3 But transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares
- 53 Exercise of transmittes' rights
- 53 1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish
- 53 2 If the transmittes wishes to have a share transferred to another person, the transmittes must execute an instrument of transfer in respect of it.
- 53 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 transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred
- 54 Transmittes bound by prior notices
- If a notice is given to a member in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice if it was given to the member before the transmittes's name has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

55. Right to receive dividends
- Notwithstanding any other provisions of these articles, the A ordinary shares shall not grant to their holders (in that capacity) the automatic right to receive any dividends declared by the company unless the holders of a majority of the ordinary shares agree otherwise
56. Procedure for declaring dividends
- 56 1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 56 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
- 56 3 No dividend may be declared or paid unless it is in accordance with members' respective rights
- 56 4 Unless the members' resolution to declare a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it provided always that a maximum of 10% of any distribution shall be paid to the holders of A ordinary shares, pro rata to their respective holdings of such A ordinary shares (unless the holders of a majority of the ordinary shares agree otherwise).
- 56 5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 56 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
- 56 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

- 57 Calculation of dividends
- 57 1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be
- 57 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
- 57 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- 57.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
- 57 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount
58. Payment of dividends and other distributions
- 58 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means
- 58.1 1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- 58 1 2 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,
- 58 1 3 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
- 58 1 4 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
- 58 2 Dividends may be declared or paid in any currency and the directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the company or any other person to bear the costs involved.
- 58 3 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable
- 58 3 1 the holder of the share, or
- 58 3 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or
- 58 3 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee
- 59 Deductions from distributions in respect of sums owed to the company
- 59 1 If:

- 59 I 1 a share is subject to the company's lien, and
 - 59 I 2 the directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice
- 59 2 Money so deducted must be used to pay any of the sums payable in respect of that share
 - 59 3 The company must notify the distribution recipient in writing of.
 - 59 3 1 the fact and amount of any such deduction,
 - 59 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
 - 59 3 3 how the money deducted has been applied
- 60. No interest on distributions**
- The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by
- 60 I 1 the terms on which the share was issued, or
 - 60 I 2 the provisions of another agreement between the holder of that share and the company
- 61. Unclaimed distributions**
- 61 I All dividends or other sums which are.
 - 61.1 I payable in respect of shares, and
 - 61 I 2 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
 - 61 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
 - 61 3 If:
 - 61 3 1 12 years have passed from the date on which a dividend or other sum became due for payment, and
 - 61.3 2 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
- 62. Non-cash distributions**
- 62 I 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)

62 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

62 2 1 fixing the value of any assets,

62 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

62 2 3 vesting any assets in trustees.

63. 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

63 1 1 the share has more than one holder, or

63 1 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

CAPITALISATION OF PROFITS

64. Authority to capitalise and appropriation of capitalised sums

64 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution.

64 1 1 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

64 1 2 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

64 2 Capitalised sums must be applied:

64 2 1 on behalf of the persons entitled, and

64 2 2 in the same proportions as a dividend would have been distributed to them

64 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

64 4 A capitalised sum which was appropriated from profits available for distribution may be applied

64 4 1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or

64 4 2 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

64 5 Subject to the articles the directors may

- 64.5 1 apply capitalised sums in accordance with articles 64.3 and 64.4 partly in one way and partly in another
- 64.5 2 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
- 64.5 3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 4 DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

65. Attendance and speaking at general meetings

- 65.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 65.2 A person is able to exercise the right to vote at a general meeting when:
 - 65.2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 65.2 2 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
- 65.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 65.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 65.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

66. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

67. Chairing general meetings

- 67.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 67.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
 - 67.2 1 the directors present, or

- 67 2.2 (if no directors are present), the meeting,
must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 673 The person chairing a meeting in accordance with this article is referred to as "**the chairman of the meeting**".
- 68 **Attendance and speaking by directors and non-members**
- 68 1 Directors may attend and speak at general meetings, whether or not they are members
- 68 2 The chairman of the meeting may permit other persons who are not
68 2 1 members, or
68 2 2 otherwise entitled to exercise the rights of members in relation to general meetings,
to attend and speak at a general meeting
- 69 **Adjournment**
- 69 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum
- 69 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
69 2 1 the meeting consents to an adjournment, or
69 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 69 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 69 4 When adjourning a general meeting, the chairman of the meeting must.
69 4 1 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
69 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 69 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven clear days' notice of it
69 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and
69 5 2 containing the same information which such notice is required to contain
- 69 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING BY MEMBERS

70 Voting rights

70 1 Subject to article 70 2, each holder of shares shall be entitled to receive notice of, attend, speak and vote at any general meeting of the company

70 2 The A ordinary shares shall not carry any right to receive notice of, attend, speak or vote at any general meetings of the Company

71 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 the articles.

72 Errors and disputes

72 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

72 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

73 Poll votes

73 1 A poll on a resolution may be demanded

73 1 1 in advance of the general meeting where it is to be put to the vote, or

73 1 2 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.

73 2 A poll on a resolution may be demanded by the chairman of the meeting, the directors or by any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution

73 3 A demand for a poll may be withdrawn if:

73.3 1 the poll has not yet been taken, and

73 3 2 the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

73 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

74 Content of proxy notices

74 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

74 1 1 states the name and address of the member appointing the proxy,

74 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

74 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and

- 74 1 4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll))
- 74 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 74 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, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so
- 74 4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and
- 74 4 1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, or
- 74.4 2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution
- the proxy is entitled to one vote for and one vote against the resolution
- 74 5 Unless a proxy notice indicates otherwise, it must be treated as
- 74 5.1 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
- 74 5 2 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
- 75. Delivery of proxy notices**
- 75 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 75 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 75 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 75 4 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

76 Amendments to resolutions

76 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

76 1 1 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

76 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

76 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if

76 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

76 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

76 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

77. No voting of shares on which money owed to company

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

APPLICATION OF RULES TO CLASS MEETINGS

78 Class meetings

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

PART S ADMINISTRATIVE ARRANGEMENTS

79 Means of communication to be used

79 1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

79 2 Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead

- 79 3 In the case of joint holders of a share, except insofar as the articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders
- 79 4 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation
- 79 5 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company if the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address
- 79 6 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 79 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.
- 80 When information sent by the company deemed to have been received
- 80 1 Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient
- 80 1 1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- 80 1 2 where (without prejudice to article 79 5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- 80 1 3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent,

80 1 4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent,

80 1 5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website

81 Company seals

81 1 Any common seal may only be used by the authority of the directors

U1 2 The directors may decide by what means and in what form any common seal is to be used

81 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

81 4 For the purposes of this article, an authorised person is

81 4.1 any director of the company;

81 4 2 the company secretary (if any), or

81 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

82 No right to inspect accounts and other records

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

83 Provision for employees on cessation of business

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

84 Secretary

Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit, and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries

DIRECTORS' INDEMNITY AND INSURANCE

85 Indemnity

85 1 Subject to article 85 2 (but without prejudice to any indemnity to which a relevant officer is otherwise entitled):

85 1 1 a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any undertaking in the same group as the company;
- (b) any liability incurred by that officer in connection with the activities of the company, or any undertaking in the same group as the company, in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (c) any other liability incurred by that officer as an officer of the company or of any undertaking in the same group as the company, and

85 1 2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure

85 2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

86 Insurance

86 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

86 2 In this article, a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any undertaking in the same group as the company or any pension fund or employees' share scheme of the company or of any undertaking in the same group as the company

87 Secured Institutions

87 1 Notwithstanding anything to the contrary contained in these Articles, the directors shall not decline to register the transfer of a share (whether or not it is a fully paid share)

87 1 1 to a secured institution, or

87 1 2 delivered to the Company for registration by a secured institution in order to perfect its security over any such share, or

87 1 3 executed by a secured institution pursuant to a power of sale or other powers conferred by or pursuant to such security or by law,

and may not suspend the registration of any such transfer and, furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor, or proposed transferor, of any such share to a secured institution, and no secured institution, shall (in respect of any transfer referred to above) be required to offer any such share to the members for the time being of the Company or any of them and no such member shall have any right under the Articles or otherwise howsoever to require any such share to be transferred to that member whether for any valuable consideration or otherwise

87.2 Notwithstanding anything to the contrary contained in these Articles the Company shall have no lien on any share that has been charged to a secured institution by the Company by way of security and shall not apply in respect of any such share