

ARTICLES OF ASSOCIATION
OF
ELECTRICAL AUTOMATION SOLUTIONS LIMITED

Company number: 08622521

DATE OF ADOPTION:

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In the Articles, unless the context requires otherwise —

"A Ordinary Shares" means the A ordinary shares of £1.00 each in the capital of the Company;

"Accepting Shareholder" has the meaning given in Article 32.5;

"Allotment Acceptance Notice" has the meaning given in Article 37.2;

"Allotment Notice" has the meaning given in Article 37.2;

"Articles" means the Company's articles of association from time to time;

"B Ordinary Shares" means the B ordinary shares of £1.00 each in the capital of the Company;

"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;

"Board" means the board of directors of the Company as appointed from time to time;

"Business Day" means a day (other than Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business;

"Buyer" has the meaning given in Article 32.1;

"C Ordinary Shares" means the C ordinary shares of £1.00 each in the capital of the Company;

"Called Shares" has the meaning given in Article 31.2(a);

"Called Shareholders" has the meaning given in Article 31.1;

"chairman" has the meaning given in Article 12;

"chairman of the meeting" has the meaning given in Article 47.3;

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COMPANIES HOUSE

"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;

"Company" means Electrical Automation Solutions Limited, a private company limited by shares incorporated and registered in England and Wales with company number 08622521 whose registered office is at 1 Rhodes Street, Hyde, Cheshire SK14 2DS;

"Convertible Securities" has the meaning given in Article 32.2;

"Control" has the meaning given under section 1124 of the Corporation Tax Act 2010;

"Death Transfer" means a transmission of any shares held by a deceased shareholder to his/her beneficiaries under his/her will;

"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 39.2;

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

"Drag-Along Notice" has the meaning given in Article 31.2;

"Drag-Along Option" has the meaning given in Article 31.1;

"Drag-Along Shares" has the meaning given in Article 31.1;

"Drag-Along Shareholder" has the meaning given in Article 31.1;

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

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

"Group" the Company and its Subsidiaries (if any) from time to time. References to a **"Group Company"** are to any one or more of those companies;

"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;

"New Shareholder" has the meaning given in Article 31.9;

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company;

"Offer" has the meaning given in Article 32.2;

"Offer Notice" has the meaning given in Article 32.3;

"Offer Period" has the meaning given in Article 32.3;

"Offer Shares" has the meaning given in Article 32.3;

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

"Original Shareholder" has the meaning given in Article 30.12;

"paid" means paid or credited as paid;

"participate" means in relation to a directors' meeting, has the meaning given in Article 10;

"Permitted Transfer" has the meaning given in Article 30.2.2;

"Proposed Buyer" has the meaning given in Article 31.1;
"proxy notice" has the meaning given in Article 53.1;
"relevant director" has the meaning given Article 60.3;
"relevant loss" has the meaning given in Article 61.2;
"Selling Shareholder" has the meaning given in Article 32.1;
"shareholder" means a person who is the holder of a share;
"shares" means shares in the Company;
"special resolution" has the meaning given in section 283 of the Companies Act 2006;
"Specified Price" has the meaning given in Article 32.2;
"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"Transfer" has the meaning given in Article 30.1;
-Transfer Notice has the meaning given in Article 30.3;
-Transfer Shares has the meaning given in Article 30.3;
-Transfer Period has the meaning given in Article 30.5;
–"transferee" means the person who has received a transfer;
"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;
"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 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

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. SHAREHOLDERS' RESERVE POWER

- 4.1 The shareholders may, by special resolution, on written notice to the Company direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before delivery of the notice or before the passing of the resolution (as the case may be).

5. DIRECTORS MAY DELEGATE

- 5.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles—
- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;

as they think fit.

- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. COMMITTEES

- 6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 6.2 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

7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 7.1 Subject always to Article 4, the general rule about decision-making by directors is that any decision of the directors must be taken at a meeting by the directors acting by a majority or a decision taken in accordance with Article 8.

7.2 If and so long as —

- (a) the Company only has one director, and
- (b) no provision of the Articles requires it to have more than one director,

the general rule about decision making by the directors does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making (apart from Article 16 regarding recording decisions) and he may, alone, exercise all the powers and discretions expressed by these Articles to be vested in the directors generally.

8. UNANIMOUS DECISIONS

8.1 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 agree on a matter.

8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

8.3 References in this Article 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.

8.4 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.

9. CALLING A DIRECTORS' MEETING

9.1 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.

9.2 Notice of any directors' meeting must indicate—

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.4 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 before, on or after the date on which the meeting is held. Where such

notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10. PARTICIPATION IN DIRECTORS' MEETINGS

10.1 Subject to the Articles, directors "**participate**" in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other as long as they can all hear and speak to each other.

10.3 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.

11. QUORUM FOR DIRECTORS' MEETINGS

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal other than in accordance with Article 11.3.

11.2 Subject to Article 11.3, the quorum for the transaction of business at any meeting of the Board may be fixed from time to time by a decision of the directors.

11.3 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—

- (a) to appoint further directors,
- (b) effect transfers in accordance with these Articles,
- (c) propose a written resolution of the shareholders, or
- (d) to call a general meeting so as to enable the shareholders to appoint further directors.

12. CHAIRING OF DIRECTORS' MEETING

12.1 The directors may appoint a director to chair their meetings.

12.2 The person so appointed for the time being is known as the "**chairman**".

12.3 The directors may terminate the chairman's appointment at any time.

- 12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

13. VOTING AT DIRECTOR'S MEETINGS

- 13.1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the participating eligible directors.
- 13.2 Subject to the Articles, each eligible director participating in a directors' meeting has one vote.

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. CONFLICTS OF INTEREST

- 15.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.2 But if Article 15.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 15.3 This paragraph applies when –
- (a) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause; or
 - (d) the director has declared any conflict and/or his interest in the relevant decision to be considered by the board to the board of directors of the Company in accordance with the Companies Acts.
- 15.4 For the purposes of this Article, the following are permitted causes –

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.

15.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

15.6 Subject to Article 15.7, 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.

15.7 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.

16. RECORDS OF DECISIONS TO BE KEPT

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

17. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

17.1 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

18. NUMBER OF DIRECTORS

18.1 Unless otherwise determined by special resolution, the number of the directors shall be not less than one.

19. METHODS OF APPOINTING 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—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

19.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of Article 19.2, where 2 or more shareholders die in circumstances rendering it uncertain who was last to die, a younger shareholder is deemed to have survived an older shareholder.

20. TERMINATION OF DIRECTOR'S APPOINTMENT

20.1 A person ceases to be a director as soon as—

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

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—

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

- 21.3 Subject to the Articles, a director's remuneration may—
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
- 22. DIRECTORS' EXPENSES**
- 22.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company, or
 - (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3
SHARES AND DISTRIBUTIONS
SHARES

- 23. ALL SHARES TO BE FULLY PAID UP**
- 23.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 23.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.
- 24. SHARE CAPITAL**
- 24.1 The share capital of the Company at the date of the adoption of these Articles is divided into Ordinary Shares of £1.00 each, A Ordinary Shares of £1.00 each, B Ordinary Shares of £1.00 each and C Ordinary Shares of £1.00 each.

24.2 The Ordinary Shares, A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall constitute different classes of shares for the purposes of the Companies Act 2006 but shall rank pari passu in all respects, save as otherwise set out in these Articles.

24.3 Where the Company holds shares as treasury shares, it has no right to attend or vote at meetings of shareholders and it is not entitled to vote on a written resolution, in respect of those treasury shares.

24.4 The shares shall have the following rights and be subject to the following restrictions:

(a) Voting

- (i) the holders of the Ordinary Shares shall be entitled to receive notice of, and to attend and vote at general meetings of the Company;
- (ii) subject to any rights or restrictions attached to any shares and to any suspension or abrogation of voting rights pursuant to the Articles, at a general meeting, on a show of hands every holder of Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, shall have one vote and on a poll every holder of Ordinary Shares present in person or by proxy shall have one vote for every Ordinary Share of which he is the holder;
- (iii) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall not be entitled to receive notice of, or to attend general meetings of the Company, nor shall the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares be entitled to vote upon any resolution;
- (iv) the holder of Ordinary Shares will be entitled to sign any resolution of the members of the Company passed by way of written resolution. The holder of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall have no such voting rights.

(b) Income

- (i) the Company may by ordinary resolution declare dividends on the Ordinary Shares and or the A Ordinary Shares and or the B Ordinary Shares and or the C Ordinary Shares and the directors may, in accordance with the Companies Acts, decide to pay interim dividends in relation to each class of share.
- (ii) dividends declared by class may vary and are not restricted by the other share classes.

(c) Capital

On a return of capital the assets of the Company available for distribution amongst the shareholders after payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following manner and in the following order of priority:

- (i) first, in payment to the shareholders any dividend or other distribution declared but otherwise unpaid by the Company; and
- (ii) the balance (if any) shall be distributed to the holders of the Ordinary Shares.

25. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 25.1 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.
- 25.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

26. 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.

27. SHARE CERTIFICATES

- 27.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 27.2 Every certificate must specify—
- (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- 27.3 No certificate may be issued in respect of shares of more than one class.
- 27.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 27.5 Certificates must—
- (a) have affixed to them the Company's common seal, or

- (b) be otherwise executed in accordance with the Companies Acts.

28. REPLACEMENT SHARE CERTIFICATES

- 28.1 If a certificate issued in respect of a shareholder's shares is—
 - (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 28.2 A shareholder exercising the right to be issued with such a replacement certificate—
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

29. SHARE TRANSFERS

- 29.1 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.
- 29.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 29.3 The Company may retain any instrument of transfer which is registered.
- 29.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 29.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

30. TRANSFER OF SHARES

- 30.1 The expression "**Transfer**" as used in these Articles includes (but is not limited to) a sale, assignment, creation of a security interest over and any other disposal or transfer of any share or any interest in any share in the capital of the Company.
- 30.2 The holders of Ordinary Shares may sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the capital of the Company (each a "**Permitted Transfer**"). The holders of A Ordinary Shares, B

Ordinary Shares and C Ordinary Shares may not shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the capital of the Company, unless as outlined in Articles 30.3 and 33. Any Transfer made in breach of these Articles shall be void from the beginning and of no effect and shall be disregarded by the Board.

- 30.3 Each Shareholder shall, for as long as he holds any shares in the capital of the Company, use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that each director of the Company exercises his power to refuse to register any Transfer of shares not made in accordance with these Articles or any associated shareholders' agreement from time to time.
- 30.4 Each Acceptance Notice and Rejection Notice shall be irrevocable and governed by English law.
- 30.5 On the first Business Day following the end of the Transfer Period the Company shall serve written notice on each of the shareholders (the "**Update Notice**") setting out:
- (a) which Remaining Shareholders (if any) have served an Acceptance Notice (each a "**Purchasing Shareholder**" and, where there is more than one, together the "**Purchasing Shareholders**");
 - (b) the number of shares currently held by each Purchasing Shareholder;
 - (c) the aggregate number of shares held by the Purchasing Shareholders (the "**Total**");
 - (d) the proportion as a percentage of each Purchasing Shareholder's shares of the Total (in each case, the "**Relevant Proportion**"); and
 - (e) the number of shares to be purchased by each Purchasing Shareholder (the "**Acquisition Number**") which shall be calculated using the following formula:

Unadjusted Acquisition Number = Number of Transfer Shares x Relevant Proportion

- 30.6 Where each of the Unadjusted Acquisition Numbers is a whole number, the Unadjusted Acquisition Number for each Purchasing Shareholder shall also be the Acquisition Number. Where the Unadjusted Acquisition Number is a fractional number, it shall be rounded down to the nearest whole number and the remaining fractions shall be purchased by the Purchasing Shareholder with the largest Unadjusted Acquisition Number, or (if there is no such Purchasing Shareholder) the Purchasing Shareholder who served an Acceptance Notice at the earliest point in time, or (if no such Purchasing Shareholder can be identified) the Purchasing Shareholder whose name as evidenced on his share certificate appears first when the names of the Purchasing Shareholders are listed alphabetically.

- 30.7 Where each Remaining Shareholder serves a Rejection Notice on the Selling Shareholder, the Selling Shareholder shall, subject to the approval of the Board (such approval not to be unreasonably withheld), transfer his shares to the Proposed Buyer at the same price and on the same terms as stated in the Transfer Notice within the period ending 28 days after the date of service of the Transfer Notice (the "**Completion Period**").
- 30.8 Where a Remaining Shareholder fails to serve either an Acceptance Notice or a Rejection Notice on the Selling Shareholder in accordance with Article 30.5, that Remaining Shareholder shall be deemed to have served a Rejection Notice on the Selling Shareholder.
- 30.9 Where only one Remaining Shareholder serves an Acceptance Notice he shall be required to purchase, and the Selling Shareholder shall be required to sell, the Selling Shareholders' shares at the same price and on the same terms as stated in the Transfer Notice within the Completion Period.
- 30.10 Where more than one Remaining Shareholder serves an Acceptance Notice, each Purchasing Shareholder shall be required to purchase, and the Selling Shareholder shall be required to sell, a number of shares equal to the relevant Acquisition Number for such Purchasing Shareholder as detailed in the Update Notice at the same price and on the same terms as stated in the Transfer Notice (save as to quantity of shares) within the Completion Period.
- 30.11 Each Shareholder hereby grants the Company an irrevocable power of attorney to execute all such documents and to do all such acts as are required to effect the transactions contemplated by Articles from time to time.
- 30.12 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its shares to a Permitted Transferee in accordance with these Articles..
- 30.13 Where, under a deceased Shareholder's will (or the laws as to intestacy), the persons legally or beneficially entitled to any shares (whether immediately or contingently) are Privileged Relations of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any shares to those Privileged Relations who are Permitted Transferees, in each case without restriction as to price or otherwise. Shares previously transferred as permitted by this Article 30.13 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without any price or other restriction.
- 30.14 If a Permitted Transfer is made to the spouse or civil partner of the Original Shareholder, the Permitted Transferee shall within 10 Business Days of ceasing to be the spouse or civil partner of the Original Shareholder (whether by reason of divorce or otherwise) either:
- (a) Execute and deliver to the Company a transfer of the Shares held by them to the Original Shareholder (or, to any Permitted Transferee of the

Original Shareholder) for such consideration as may be agreed between them; or

- (b) Give a Transfer Notice to the Company in accordance with the remainder of this article 30,

failing which a Deemed Transfer Notice shall be given in respect of the relevant shares.

31. DRAG ALONG

31.1 If the holders of a majority of the Ordinary Shares in issue for the time being (the **"Drag-Along Shareholders"**) wish to transfer all of their interest in the shares (the **"Drag-Along Shares"**) to a third party (**Proposed Buyer**) on arms length terms, the Drag-Along Shareholders may require all other Shareholders (including the holders of any share options that are exercisable, or any convertible securities that are convertible, prior to the proposed date of transfer) (the **"Called Shareholders"**) to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article 31 (the **"Drag-Along Option"**).

31.2 The Drag-Along Shareholders may exercise the Drag-Along Option by giving written notice to that effect (the **"Drag-Along Notice"**) at any time before the Transfer of the Drag-Along Shares to the Proposed Buyer. The Drag-Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all their shares (the **"Called Shares"**) pursuant to this Article 31;
- (b) the person (or persons) to whom the Called Shares are to be transferred;
- (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Drag-Along Shares; and
- (d) the proposed date of the Transfer.

31.3 Once issued, a Drag-Along Notice shall be irrevocable. However, a Drag-Along Notice shall lapse if, for any reason, the Drag-Along Shareholders have not sold the Drag-Along Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Drag-Along Shareholders may not, without the prior written consent of the Called Shareholders, serve further Drag-Along Notices following the lapse of any particular Drag-Along Notice:

- (a) on terms less beneficial than the original Drag-Along Notice; or
- (b) in respect of a sale to the same Proposed Buyer or a person connected with him.

31.4 No Drag-Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 31.

- 31.5 Completion of the sale of the Called Shares shall take place on the Completion Date. **"Completion Date"** means the date proposed in the Drag-Along Notice for transfer of the Drag-Along Shares unless a later date (falling within the period referred to in Article 31.2(c) is chosen by the Drag-Along Shareholders and confirmed to the Called Shareholders in writing no later than the Business Day prior to such day.
- 31.6 Within 5 Business Days of the Drag-Along Shareholders serving a Drag-Along Notice on the Called Shareholders, the Called Shareholders shall deliver duly executed stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable duly executed indemnity for any lost share certificates) to the Company. On the Completion Date, the Proposed Buyer shall pay the Called Shareholders the amounts they are due for their shares pursuant to Article 31.2(c).
- 31.7 To the extent that the Proposed Buyer has not, on the Completion Date, paid the Called Shareholders the consideration due pursuant to Article 31.2(c), the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 31 to the Proposed Buyer in respect of their shares.
- 31.8 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute Transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Drag-Along Shareholders to be his agent and attorney to execute all necessary Transfer(s) on his behalf, against receipt by the Called Shareholder of the consideration payable for the Called Shares, to deliver such Transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 31.8.
- 31.9 Upon any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or on the conversion of any convertible security of the Company following service of a Drag-Along Notice (a **"New Shareholder"**), the New Shareholder shall be bound to sell and transfer all shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of Article 31 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag-Along Notice being deemed served on the New Shareholder.
- 32. TAG-ALONG**
- 32.1 Except in the case of transfers pursuant to Article 31, the provisions of Articles 32.2 to Article 33 inclusive shall apply if, in one or a series of related transactions, one or

more Shareholders propose to transfer any of his shares (**Selling Shareholder**) which transfer would, if carried out, result in any person (a **"Buyer"**), and any person acting in concert with the Buyer, acquiring no less than 50% of the entire issued share capital of the Company.

32.2 Before making such a transfer, a Selling Shareholder shall procure that the Buyer makes an offer (the **"Offer"**) to:

- (a) the other Shareholders to purchase all of the shares held by them;
- (b) the holders of any existing options to acquire shares (granted by the Company or under any share option arrangements established by the Company) that are already capable of exercise or that are expected to become capable of exercise before the Transfer, to purchase any shares acquired on the exercise of options at any time before the Transfer; and
- (c) the holders of any securities of the Company that are convertible into shares (the **"Convertible Securities"**),

to purchase any shares arising from the conversion of such Convertible Securities at any time before the transfer, for a consideration in cash per share that is at least equal to the highest price per share offered or paid by the Buyer, or any person acting in concert with the Buyer, in the transfer or in any related previous transaction in the 12 months preceding the date of the Transfer (the **"Specified Price"**).

32.3 The Offer shall be given by written notice (the **"Offer Notice"**), at least 10 days prior to the end of completion (the **"Offer Period"**). To the extent not described in any accompanying documents, the Offer Notice shall set out:

- (a) the identity of the Buyer;
- (b) the purchase price and other terms and conditions of payment;
- (c) the sale date (which shall not be later than one calendar month after the date of the Offer Notice); and
- (d) the number of Shares proposed to be purchased by the Buyer (the **"Offer Shares"**) being all of the shares held by the relevant Shareholder.

32.4 If the Buyer fails to make the Offer to all of the Shareholders, the Seller shall not be entitled to complete the Transfer and the Company shall not register any transfer of shares effected in accordance with the Transfer.

32.5 If the Offer is accepted by any Shareholder (an **"Accepting Shareholder"**) within the Offer Period, the completion of the transfer shall be conditional on completion of the purchase of all the Offer Shares held by such Accepting Shareholder.

33. **COMPULSORY TRANSFERS**

33.1 In this paragraph:

"Bad Leaving": means a Shareholder ceasing to be an employee of the Company as a result of either his or her resignation or dismissal for Gross Misconduct; or

"Good Leaving" means a shareholder ceasing to be an employee of the Company in any circumstance other than Bad Leaving.

"Gross Misconduct": means those offences considered to be gross misconduct by the Company, in accordance with the Shareholder's contract of employment with the Company.

"Relevant Event" means:

- (a) a member being adjudicated bankrupt; or
- (b) the happening of any such event as is referred to in paragraph (c) of regulation 81; or
- (c) a member making any voluntary arrangement or composition with his creditors; or
- (d) a Bad Leaving; or
- (e) a Good Leaving; or
- (f) death of a member; or
- (g) compulsory demand to return shares to be made by holders of the Ordinary Shares issued.

33.2 Holders of Ordinary Shares are excluded from the provisions of this Article and hence the conditions only apply to holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares.

33.3 Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a transfer notice in respect of all the shares as shall then be registered in the name of such member and transferred in accordance with Article 30.

33.4 All transfers in relation to any Relevant Event are to be at the ~~lower of the~~ nominal value of the shares and the applicable shares are to be transferred back into treasury.

33.5 An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance and to the Company.

34. TRANSMISSION OF SHARES

34.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

34.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

34.3 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.

35. EXERCISE OF TRANSMITTEES' RIGHTS

35.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

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

35.3 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.

36. TRANSMITTEES BOUND BY PRIOR NOTICES

36.1 If a notice is given to a shareholder 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 shareholder before the transmittes's name has been entered in the register of members.

37. ALLOTMENT

37.1 The Company shall offer the Shareholders holding the Ordinary Shares a right of first refusal to subscribe for any new shares to be allotted by the Company (other than shares issued pursuant to exercise of an option or shares issued to service providers in consideration for the provision by them of a service to the Company as authorised by the Board from time to time) at the price per share at which the shares are offered by the Company or at which a third party is prepared to subscribe for such shares.

37.2 The Company shall serve notice on the Shareholders (the "**Allotment Notice**") which shall specify the number of shares to be allotted and the price per share at which the shares are to be allotted. Each Shareholder shall be permitted in its sole and absolute discretion by serving a notice (the "**Allotment Acceptance Notice**") on the

Company within 7 days of receipt of the Allotment Notice to choose to subscribe for some or all of such shares at the price per share set out in the Allotment Notice.

- 37.3 In the event that a Shareholder does not serve an Allotment Acceptance Notice on the Company within the period set out in Article 37.2, the Company shall be permitted to allot the shares to any other person at the price specified in the Allotment Notice.
- 37.4 In the event that only one Shareholder serves an Allotment Acceptance Notice on the Company within the period set out in Article 37.2, the Company (on receipt of the appropriate sums in respect of allotment monies) shall issue such number of shares as are set out in the Allotment Acceptance Notice (on condition that such number is not in excess of the maximum number of shares set out in the Allotment Notice) to such Shareholder.
- 37.5 In the event that more than one Shareholder serves an Allotment Acceptance Notice on the Company within the period set out in Article 37.2, the Company (on receipt of the appropriate sums in respect of allotment monies) shall issue such number of shares to each Shareholder as are equal to the proportion of shares held by them of the aggregate number of shares held by all Shareholders who have served an Allotment Acceptance Notice (on condition that the aggregate number of shares issued is not in excess of the maximum number of shares set out in the Allotment Notice).
- 37.6 The Company shall be permitted to allot any shares not subscribed for by the Shareholders to any other person at the price specified in the Allotment Notice.

DIVIDENDS AND OTHER DISTRIBUTIONS

38. PROCEDURE FOR DECLARING DIVIDENDS

- 38.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends in accordance with these Articles.
- 38.2 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.
- 38.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 38.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

- 38.5 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.

39. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

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

- 39.2 In the Articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or
- (d) otherwise by operation of law, the transmittee.

40. NO INTEREST ON DISTRIBUTIONS

- 40.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company.

41. UNCLAIMED DISTRIBUTIONS

- 41.1 All dividends or other sums which are—

- (a) payable in respect of shares, and

- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

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

41.3 If—

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

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

42. NON-CASH DISTRIBUTIONS

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

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

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

43. WAIVER OF DISTRIBUTIONS

43.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

44. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 44.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution –
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 44.2 Capitalised sums must be applied –
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them.
- 44.3 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.
- 44.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 44.5 Subject to the Articles the directors may –
- (a) apply capitalised sums in accordance with Articles 38.3 and 38.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

45. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 45.1 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.
- 45.2 A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such

resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 45.3 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.
- 45.4 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.
- 45.5 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.

46. QUORUM FOR GENERAL MEETINGS

- 46.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 46.2 The holders of a majority of the Ordinary Shares in issue in the Company, present in person, by proxy or by authorised representative shall be a quorum.

47. CHAIRING GENERAL MEETINGS

- 47.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 47.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
- (a) the directors present, or

- (b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 47.3 The person chairing a meeting in accordance with this Article is referred to as “**the chairman of the meeting**”.

48. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 48.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

- 48.2 The chairman of the meeting may permit other persons who are not—

- (a) shareholders of the Company, or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

49. ADJOURNMENT

- 49.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 49.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 49.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 49.4 When adjourning a general meeting, the chairman of the meeting must—

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

- 49.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 49.6 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 AT GENERAL MEETINGS

50. VOTING: GENERAL

- 50.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

51. ERRORS AND DISPUTES

- 51.1 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.
- 51.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

52. POLL VOTES

- 52.1 A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 52.2 A poll may be demanded by—
- (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

- 52.3 A demand for a poll may be withdrawn if—
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- 52.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

53. CONTENT OF PROXY NOTICES

- 53.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which—
- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 53.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 53.3 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.
- 53.4 Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

54. DELIVERY OF PROXY NOTICES

- 54.1 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.
- 54.2 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.

- 54.3 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.
- 54.4 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.
- 55. AMENDMENTS TO RESOLUTIONS**
- 55.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 55.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 55.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

56. MEANS OF COMMUNICATION TO BE USED

- 56.1 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.
- 56.2 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.

56.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

57. COMPANY SEALS

57.1 Any common seal may only be used by the authority of the directors.

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

57.3 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.

57.4 For the purposes of this Article, an authorised person is –

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

58. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

59. 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.

DIRECTORS' INDEMNITY AND INSURANCE

60. INDEMNITY

60.1 Subject to paragraph (2), a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,

- (b) any liability incurred by that director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the Company or an associated Company.

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

60.3 In this Article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a “**relevant director**” means any director or former director of the Company or an associated Company.

61. INSURANCE

61.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

61.2 In this Article—

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

62. INFORMATION RIGHTS

62.1 The directors shall provide the Ordinary Shareholders with management reports no less than frequently than once per calendar quarter. Such reports shall include a summary of the performance of the Company.