

**WRITTEN RESOLUTION  
OF  
ENGAGE GROUP LIMITED**

(Company number 08630470)

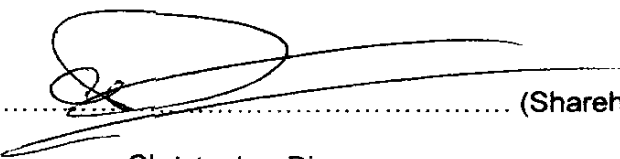
**Shareholders' Special Resolution – Adoption of New Articles**

THAT the New Articles in the form attached to this resolution be approved and adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association with new rights attached to the Ordinary A shares and the removal of all and any rights attaching to the Ordinary B Shares.

Signed  (Shareholder)

Print Name ..... Thomas Pearson .....

Date 13<sup>th</sup> February 2020.....

Signed  (Shareholder)

Print Name ..... Christopher Dixon .....

Date 13 February 2020.....

*Absent in Australia, unable to attend.*

Signed ..... (Shareholder)

Print Name ..... Andrew Masterson.....

Date ..... February 2020.....

Signed  (Shareholder)

Print Name ..... Duncan McNally.....

Date 13<sup>th</sup> February 2020.....

Signed *Agreed verbally by phone.*  (Shareholder)

Print Name ..... David Lawlor.....

Date ..... February 2020.....

SATURDAY



A04 \*A8YUFPWJ\* 15/02/2020 #117  
COMPANIES HOUSE

**THE COMPANIES ACT 2006  
COMPANY HAVING SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**ENGAGE GROUP LIMITED**

**(Company Registered Number 08630470)**

*(ADOPTED BY SPECIAL RESOLUTION OF THE MEMBERS PASSED ON  
13<sup>th</sup> FEBRUARY 2020*

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**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**Defined terms**

1. In the articles, unless the context requires otherwise—

|                     |  |
|---------------------|--|
| "acting in concert" | has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);  |
| "associate"         | in relation to any person or company means:<br><br>a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 (whether or not an associate as so determined); or<br><br>b) any member of the same Group  |
| "articles"          | means the company's articles of association;   |
| "A Share"           | means an ordinary share of £1.00 designated as an Ordinary "A" Share in the capital of the company;  |
| "A Shareholder"     | means a holder of an "A" Share;  |
| "auditors"          | the auditors of the company from time to time;   |
| "bad leaver"        | an Employee who ceases to be an Employee at any time:<br>(a) by reason of resignation, save in circumstances determined by a court of competent jurisdiction amounting to constructive dismissal; (b) by reason of dismissal by the Company (or a member of its Group) for Cause; or (c) for any reason and acts in breach of the restrictive covenants set out in any shareholders' agreement to which the Employee and the Company are a party or in his/her service agreement with 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"             | the board of directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;   |
| "Business"          | means the provision of corporate hospitality, incentive travel, sponsorship and (player) management services in the sports sector, subject to variation from time to time with consent of the members;   |
| "business day"      | a day on which English clearing banks are ordinarily open  |

|                           |  |
|---------------------------|--|
|                           | for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);  |
| "cause"                   | means in respect of an Employee the: (a) gross misconduct or a material or repudiatory breach of the terms of an employment agreement or any other services agreement with the Company, including any material breach of obligations to the Company concerning confidentiality or intellectual property or non-compliance with non-compete obligations applicable under the terms of the employment agreement or services agreement, (b) fraud or acts of dishonesty, (c) being convicted of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence), (d) the refusal or failure to substantially perform duties and responsibilities to the Company lawfully prescribed by the Board and materially consistent with the written or pre-existing duties and responsibilities of the Employee and after reasonable notice of such failure and a reasonable opportunity to cure such failure or (e) any other such definition or provision incorporated in a valid written agreement between the Employee and the Company (or any member of its Group); |
| "chairman"                | has the meaning given in article 12;   |
| "chairman of the meeting" | has the meaning given in article 54;   |
| "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;  |
| "director"                | means a Director appointed by the holders of the Ordinary Shares pursuant to these articles, and includes any person occupying the position of director, by whatever name called;  |
| "discount"                | means, in the case of each Shareholder who is an Employee (other than the Founder), a discount to the Fair Value of the Shares proposed to be transferred, determined by reference to the number of full years of service of the relevant Employee from his Relevant Date to the date a Transfer Notice is given in respect of such shares, as follows:<br><br>(in circumstances where the Employee is not a Bad Leaver)   |

|                              |   |
|------------------------------|---|
|                              | <p>Length of Service      Discount<br/> less than 3 years      30%<br/> 3, 4 or 5 years 20%<br/> 6, 7 or 8 years 10%<br/> 9 or more years      0%</p> <p>(in circumstances where the Employee is a Bad Leaver)</p> <p>Length of Service      Discount<br/> less than 3 years      60%<br/> 3, 4 or 5 years 40%<br/> 6, 7 or 8 years 20%<br/> 9 or more years      0%</p> <p>No discount shall apply to a transfer of shares by the Founder;</p> |
| "distribution recipient"     | has the meaning given in article 46;  |
| "document"                   | includes, unless otherwise specified, any document sent or supplied in electronic form;   |
| "electronic form"            | has the meaning given in section 1168 of the Companies Act 2006;  |
| "effective termination date" | the date on which the Employee's employment or consultancy terminates;  |
| "employee"                   | an individual who is employed by or who provides consultancy services to, the Company or any member of its Group;   |
| "employee shares"            | in relation to an Employee means all Shares in the Company held by the Employee in question;  |
| "encumbrance"                | includes any interest, right or equity of any person (including without limitation, any right to acquire, option or right of pre-emption) or mortgage, charge, pledge, lien, or assignment or any other encumbrance, priority or security interest or arrangement over or in the relevant property;   |
| "existing shareholder"       | means any holder of Shares as at the date of adoption of these Articles;  |
| "expert valuers"             | the auditors;   |
| "fair value"                 | is as determined in accordance with Article 38(2);  |
| "founder"                    | means Tom Pearson;  |
| "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"                | an Employee who ceases to be an Employee at any time and who (i) is not a Bad Leaver; or (ii) the Board has   |

|                        |  |
|------------------------|--|
|                        | agreed that he should be treated as a Good Leaver;   |
| "group company"        | means in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company;   |
| "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;   |
| "ICTA"                 | means the Income and Corporation Taxes Act 1988;   |
| "instrument"           | means a document in hard copy form;  |
| "ITEPA"                | means the Income Tax (Earnings and Pensions) Act 2003;   |
| "new securities"       | any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 29(7));  |
| "ordinary resolution"  | has the meaning given in section 282 of the Companies Act 2006;  |
| "Ordinary Share"       | means an ordinary share of £1.00 designated as a "Ordinary" Share in the capital of the company;   |
| "Ordinary Shareholder" | means a holder of an "Ordinary" Share;   |
| "paid"                 | means paid or credited as paid;  |
| "participate"          | in relation to a directors' meeting, has the meaning given in article 10;  |
| "proposed purchaser"   | a proposed purchaser who at the relevant time has made an offer on arm's length terms;   |
| "proposed seller"      | any person proposing to transfer any shares in the capital of the Company;   |
| "proxy notice"         | has the meaning given in article 60;   |
| "relevant date"        | Means:<br>a) such date as has been agreed between the Board and the relevant Shareholder in respect of each Existing Shareholder and, in respect of any other Shareholder, means the date on which he is issued or, if earlier, granted options over the relevant Shares (or such other date as may be agreed between the Board and the relevant Shareholder); and<br>b) for the purposes of the Discount as follows:<br><br>Andrew Masterson = 31 July 2008 |



|                       |  |
|-----------------------|--|
|                       | Duncan McNally = 31 July 2008<br>Christopher Dixon = 31 July 2011<br>David Lawlor = 31 July 2011   |
| "sale shares"         | has the meaning set out in Article 37.2(a) of these Articles;  |
| "seller"              | has the meaning set out in Article 37.2 of these Articles;   |
| "shareholder"         | means an Ordinary Shareholder and/or an A Shareholder;   |
| "shareholder consent" | means the prior consent of shareholders holding 75% or more of the issued shares held by shareholders and entitled to vote on any particular matter;   |
| "shares"              | means the Ordinary Shares and the A Shares;  |
| "special resolution"  | has the meaning given in section 283 of the Companies Act 2006;  |
| "subscription price"  | means, in respect of any Shares, the amount subscribed by the relevant Shareholder for those Shares;   |
| "subsidiary"          | has the meaning given in section 1159 of the Companies Act 2006;   |
| "transfer notice"     | shall have the meaning given in Article 37.2; and  |
| "transfer price"      | shall have the meaning given in Article 37.2(c).   |
| "transmittee"         | means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; 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. |

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.

#### **Liability of members**

2. 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**

##### **Directors' general authority**

3. 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.

### **Shareholders' reserve power**

4.—(1) Subject to subsection (3) below, the Ordinary Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

(3) The Company shall procure that itself and shall procure (so far as it lies within its power to do so) that no Group Company undertakes any of the activities detailed in Annex A to these Articles without Shareholder Consent.

(4) Except as otherwise contemplated by these Articles, each shareholder of the company shall exercise their powers (so far as it lies within its power to do so) to procure that each Group Company provides the Shareholders with the information detailed in Annex B to these Articles.

### **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.

(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.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

(4) The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

### **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.

(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.

(3) Committees to which the directors delegate any of their powers must consist of at least one Director.

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

**7.—**(1) The general rule about decision-making by directors is that any decision of the directors must be a decision taken in accordance with article 8 or made by resolution at a meeting.

(2) A resolution shall only be passed if a majority of directors vote in favour of it and at least one eligible Director who is participating in the meeting of directors or the committee of directors vote in favour of it.

(3) If the quorum for a meeting of directors is relaxed in accordance with article 11.3, a resolution shall be passed if a majority of the directors present and eligible to vote at the meeting vote in favour of it.

(4) Except as provided below, each director has one vote at a meeting of directors.

(5) In the case of an equality of votes, no person shall have a second or casting vote.

### **Directors' Written Resolutions**

**8.—**(1) Any Director may propose a directors' written resolution by giving notice of the proposed resolution to each director.

(2) Notice of a proposed directors' written resolution must indicate:

(a) the proposed resolution; and

(b) the time by which it is proposed that the directors should adopt it.

(3) A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it.

(4) It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.

(5) Once a directors' written resolution has been adopted it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

### **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.

(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.

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

(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 7 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.

(5) A minimum of 7 days' notice must be given for a directors' meeting, save where the Directors consent in writing to a shorter period of notice.

### **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.

(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.

(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.

### **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 to call another meeting.

(2) The quorum for directors' meetings shall be two, of which unless otherwise agreed from time to time by the shareholders and notified to the company in writing, shall be Directors.

(3) A director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting.

### **Chairing of directors' meetings**

**12.—**(1) The directors may appoint a director to chair their meetings.

(2) The post of chairman shall be held in alternate years by a Director.

(3) 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 appointed by the same shareholder as the chairman must appoint one of themselves to chair it.

### **Casting vote**

**13.—**(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting does not have a casting vote.

### **Interests in existing or proposed transactions or arrangements with the company**

**14.—**(1) Subject to disclosure in accordance with sections 177 and 182 of the Companies Act 2006, a director shall be entitled to count in the quorum and vote at a meeting of directors or of a committee of directors or in any decision-making process howsoever held on any resolution concerning a proposed or existing transaction or arrangement in which he has a direct or indirect interest.

(2) Subject to the provisions of the Companies Act 2006, and provided that he has disclosed to the directors the nature and extent of any direct or indirect interest he has in a proposed or existing transaction or arrangement with the company, a director shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

### **Directors' discretion to make further rules**

**15.** 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.

### **Records of meetings to be kept**

16. The directors must cause minutes of all proceedings at meetings of directors to be recorded in writing and kept for at least 10 years from the date of the meeting recorded, whether taken by a meeting of all the directors, by a committee of directors or by written resolution of the directors.

## **APPOINTMENT OF DIRECTORS**

### **Appointing and removing directors**

17.—(1) Subject to article 18(g) below, the Ordinary Shareholders shall have the exclusive right to appoint, remove and replace all the Directors.

(2) Subject to 18(g) below, any appointment or removal of a director shall be decided upon by the Ordinary Shareholders by either:

(a) a written direction signed by all of the Ordinary Shareholders, in the case of a Director; or

(b) by an ordinary resolution passed at a separate meeting of the shareholders of the class concerned duly convened and held in accordance with the provisions of these articles, provided that such meeting may be convened by any holder of shares of the class concerned.

(3) Any appointment or removal of a director by the shareholders shall take effect upon delivery of the direction or a written copy of the resolution to a meeting of the directors or to the secretary (if any).

### **Termination of director's appointment**

18. 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;

(g) that person receives notice signed by all the other directors stating that that person should cease to be a director; and

(h) in the case of a Director, there are no longer any Ordinary Shareholders.

### **Directors' remuneration**

19.—(1) Directors (and alternate directors) may undertake any services for the company that the directors decide.

(2) Directors (and alternate 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.

(3) Subject to the articles, a director's (or alternate 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.

(4) Unless the directors decide otherwise, directors' (and alternate directors') remuneration accrues from day to day.

(5) Unless the directors decide otherwise, directors (and alternate directors) are not accountable to the company for any remuneration which they receive as directors (or alternate directors) or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

### **Directors' expenses**

**20.** The company shall pay any reasonable expenses which the directors (including alternate directors) properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **ALTERNATE DIRECTORS**

### **Appointment and removal of alternates**

**21.—**(1) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to—

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

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

(2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

(3) The notice must—

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

### **Rights and responsibilities of alternate directors**

**22.—**(1) An alternate director has the same rights, in relation to any decision of the directors or directors' written resolution, as the alternate's appointor.

(2) Except as the articles specify otherwise, alternate directors—

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;

- (c) are subject to the same restrictions as their appointors; and
- (d) 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.

(3) A person who is an alternate director but not a director—

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating),
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

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

(4) A director who is also an alternate director has an additional vote on behalf of each appointor who is:

- (a) not participating in a directors' meeting; and
- (b) would have been entitled to vote if they were participating in it;

but shall not count as more than one director for the purposes of determining whether a quorum is present.

(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.

#### **Termination of alternate directorship**

**23.** An alternate director's appointment as an alternate terminates—

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

### **PART 3**

#### **SHARES AND DISTRIBUTIONS**

##### **SHARES**

#### **All shares to be fully paid up**

**24.** (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.

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **Rights attaching to shares**

**25. (1)** Subject to any special rights which may be attached to any class of shares issued after the date of adoption of these articles the rights attaching to the shares are as set out in this article.

(2) On a return of assets on a sale, liquidation or otherwise, the assets of the company available for distribution among the shareholders shall be applied in the following order of priority:

- a) first in paying to the Ordinary Shareholders a sum equal to the nominal amount of each share held by them;
- b) second, in paying to the Ordinary Shareholders, the first £3,000,000 after all costs of sale, liquidation or otherwise. Such sums shall be distributed amongst the Ordinary Shareholders, pro rata (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the Ordinary Shares held by them respectively;
- c) third in paying to the Ordinary A Shareholders a sum equal to the nominal amount of each share held by them;
- d) fourth, the balance of such assets in excess of £3,000,000 after all costs of sale, liquidation or otherwise shall be distributed as follows:
  - i. in paying to the Ordinary A Shareholders, the sum equivalent to 0.1% of the balance of such assets in excess of £3,000,000 per Ordinary A Share held by them; and
  - ii. in paying to the Ordinary Shareholders of the balance of such remaining assets in excess of £3,000,000, following the deduction in article 25.2 (d) (i). Such sum shall be distributed amongst the Ordinary Shareholders, pro rata (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the Ordinary Shares held by them respectively.

(3) Subject to the provisions of these articles, the profits of the company available for distribution and resolved to be distributed in respect of any financial year shall be distributed among the Ordinary Shareholders. Every dividend shall be distributed to the Ordinary Shareholders pro rata (as nearly as may be) according to the amounts paid up or credited as paid up on the Ordinary Shares held by them respectively.

(4) Subject to any special rights, privileges or restrictions attached to any shares and the provisions of the Companies Acts, at a general meeting of the company on a show of hands every Ordinary Shareholder who (being an individual) is present in person or by proxy (not being himself a member) shall have one vote per eligible Ordinary Share held.

### **Classes of shares**

**26. (1)** The shares of each class of shares shall entitle the holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions appearing in these articles. The Ordinary Shares and the A Shares shall constitute separate classes of shares but, except where otherwise provided herein, confer the holder thereof the same rights.

(2) Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class.

### **Reserved Matters**



**27. (1)** Notwithstanding any other provision of these articles none of the following shall occur unless the holders of 75% of the Ordinary Shares consent in writing:

- (a) any alteration to the articles of association of the company or any act, matter or omission in breach of, or contrary to, the provisions of the articles of association of the company;
- (b) any consolidation or re-denomination of any shares of the company into larger nominal amounts or any sub-division of the share capital of the company into smaller nominal amounts;
- (c) the issue of any shares in the company and/or grant of any option or right to acquire or call for the issue of the same whether by conversion, subscription or otherwise;
- (d) the redemption or purchase by the company of any share or the reduction of the share capital, or any uncalled or unpaid liability in respect thereof, capital redemption reserve or share premium account of the company or the passing of any resolution authorising any of the foregoing;
- (e) any arrangement whereby the directors of the company shall cease to determine the general policy of the company and the scope of the activity and operation of the company or cease to determine all matters involving major or unusual decisions material to the business of the company as a whole or otherwise whereby the control of the management of the company shall pass from the directors thereof to any third party or body;
- (f) the paying of any share capital or debenture or debenture stock of the company by way of capitalisation or application of any profits or reserves.

#### **Variation of Class Rights**

**28. (1)** Subject to the Companies Acts, all or any of the special rights or privileges for the time being attached to any share or class of shares in the capital of the company (notwithstanding that the company may or be about to be in liquidation) may only be varied or abrogated with, either:

- (a) the prior written consent of the holders of not less than three-quarters of the issued shares of the class;
- (b) the sanction of a special resolution passed at a separate meeting of the holders of shares of the class duly convened and held as provided in these articles.

#### **Pre-emption rights on issue**

**29. (1)** Sections 561 and 562 of the Companies Act 2006, in relation to all allotments by the company of equity securities, are hereby excluded.

(2) Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

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

(3) No shares may be allotted or issued to any person who is not immediately prior to such allotment or issue a shareholder.

(4) Any share issued pursuant to this article 29 to a shareholder by reference to his holding of shares shall on issue be designated a share of the same class as his current holding. Any such share certificate issued shall take account of such conversion and re-designation.

(5) With the prior written approval of all the shareholders, any of the restrictions or other provisions of this article 29 may be waived or varied by the directors in relation to any proposed issue of shares.

(6) Subject to the remaining provisions of this Article 29, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:

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

any Shares or any other equity securities (as defined in section 560(1) of the Act) in the Company to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:

- (1) this authority shall be limited to a maximum nominal amount of Shares of £1,000;
- (2) this authority shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution;
- (3) this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require equity securities to be allotted after the expiry of such authority (and the Directors may allot equity securities in pursuance of an offer or agreement as if such authority had not expired).

(7) Unless otherwise agreed by special resolution or by written resolution passed in accordance with sections 288 to 300 of the Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all Shareholders on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro-rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions). The offer:

- (a) shall be in writing, give details of the number and subscription price of the New Securities; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("Excess Securities") for which they wish to subscribe.

(8) Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 29(7) shall be used for satisfying any requests for Excess Securities made pursuant to Article 29(7) and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro-rata basis to the number of Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 29(7) (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and after that allotment, any Excess Securities remaining shall be offered, subject to Article 29, to any other person as the Directors may determine at the same price and on the same terms as the offer to the Shareholders.

(9) Subject to Articles 29 (7) and 29 (8) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

(10) The provisions of Articles 29 (7) and 29 (8) shall not apply to:

- (a) New Securities issued in consideration of the acquisition by the Company of any company or business;

- (b) New Securities issued as a result of a bonus issue of shares;
  - (c) New Securities to be issued in satisfaction of options granted at the discretion of the Board under an employee share scheme of the Company;
  - (d) New Securities issued with the written consent of the holders of 75% of the Shares.
- (11) No Shares shall be allotted to any Employee, Director, prospective employee or director unless such person has entered into a joint section 431 ITEPA election with the Company.

### **Company not bound by less than absolute interests**

**30.** 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.

### **Share certificates**

**31.—**(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(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; and
- (c) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

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

(5) Certificates must—

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

### **Replacement share certificates**

**32.—**(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.

(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.

### **Share transfers**

**33.—**(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.

- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer which is registered.
- (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.
- (5) The directors may refuse to register the transfer of a share, and if they do so, they must give the transferee notice of their refusal together with their reasons for the refusal. If registration is refused, 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.

### **Transmission of shares**

**34.—**(1) Subject to Articles 34 (4) to (9) inclusive, if title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.  
 (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.

(3) But transmittees 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.

(4) no Shareholder may transfer or dispose of any interest in or create any Encumbrance or trust over any of their Group Company shares except:

- (a) By a transfer of the entire legal and beneficial interest free from Encumbrances; and
- (b) In accordance with, as permitted by and subject to any provision contained in any shareholders' agreement between the members.

No Share may be allotted or agreed to be allotted except as permitted by and in accordance with these Articles and any shareholders' agreement between the members.

(5) Subject to Shareholder Consent to the contrary, the parties shall procure that before any person (other than a person who is already a Shareholder) is registered as a holder of any Share, that person enters into a deed of adherence covenanting with the parties to the terms of any shareholders' agreement between the members from time to time to observe, perform and be bound by the terms of that agreement (as if he/she/it were a party) which are capable of applying to such person as a Shareholder and which have not then been performed. Subject to Shareholder Consent to the contrary, the Shareholders shall procure that the Company does not register any person in its register of members as the holder of any Share until a deed of adherence has been executed.

(6) The Company shall not register any transfer of Shares or allotment of Shares made in breach of Articles 34 (4) and (5) and the Shares comprised in any transfer of shares or Allotment so made will carry no rights whatsoever unless and until in each case, the breach has been rectified to the satisfaction of the directors.

(7) If a Shareholder transfers or is required to transfer all his/her/its Shares to the Company, or one or more other Shareholders, the Shareholders shall use reasonable endeavours to ensure that any loans made by the transferring Shareholder to the Company or any Group Company are repaid and that he/she/it is released from any guarantees or security

arrangements made by him/her/it in respect of the liabilities of the Company and any Group Company.

(8) The parties shall cooperate and do and execute all other acts, deeds and things necessary to give effect to the provisions of these Articles and any shareholders' agreement between the members concerning transfers or allotments of Shares in the Company or any Group Company and the Shareholders shall (to the extent that they are able to do so) procure that a meeting of the board of directors of the Company or the relevant Group Company is duly convened to approve and register each transfer or allotment of Shares permitted or required by any provision of these Articles and any shareholders' agreement between the members (subject to any transfer being duly stamped where duty is payable)

(9) Save where a drag along right is exercised in accordance with these Articles, no Shareholder may, without Shareholder Consent, transfer Shares in any Group Company save to the extent required to transfer his/her Shares in the Group Company in accordance with any mandatory transfer provisions contained in these Articles in which case, he/she shall be permitted to transfer his/her Shares in the Group Company in accordance with those provisions and the relevant pre-emption provisions on transfer.

### **Transfers of Shares - General**

**35.** (1) *In Articles 35 to 42 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.*

(2) No Share may be transferred unless the transfer is made in accordance with these Articles.

(3) If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

(4) Any transfer of a Share by way of sale which is required to be made under Articles 39 to 42 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.

(5) In addition to the provisions of Regulation 24 of Table A, the Directors may refuse to register a transfer if:

- (a) it is a transfer of a share to a bankrupt, a minor or a person of unsound mind;
- (b) the transfer is to an Employee, Director, past or prospective employee or director and such person has not entered into a joint section 431 ITEPA election with the Company,

and Regulation 24 of Table A shall be modified accordingly.

(6) To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to

determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

(a) the relevant Shares shall cease to confer upon the holder of them (or any proxy) any rights:

(i) to vote whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question; or

(ii) to receive dividends or other distributions (save for a distribution equal to the nominal value of such shares together with any premiums on such issue on a return of capital) otherwise attaching to those shares or to any further shares issued in respect of those shares; and

(b) the holder may be required by the Board at any time to give a Transfer Notice.

(7) In any case where the Board may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that:

(a) the Transfer Price for the Sale Shares will be as agreed between the Board (any director with whom the Seller is connected not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been given or deemed to have been given, will (subject to Clause 12.1) be the higher of (i) the Fair Value of the Sale Shares less, in the case of any Shareholder who is an Employee, the Discount and (ii) the Subscription Price of the Sale Shares;

(b) it does not include a Minimum Transfer Condition (as defined in Article 9.2(d)); and

(c) the Seller wishes to transfer all of the Shares held by it.

### **Restrictions on transfers of shares**

**36.** - The Directors may in their absolute discretion refuse to register the transfer of any share whether or not it is a fully paid share.

### **Transfers of Shares subject to pre-emption rights**

**37 (1)** - Save where the provisions of Articles 39, 40 and 42 apply and subject to the restriction in Article 36, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 37.

(2) A Shareholder who wishes to transfer Shares ("a Seller") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing ("a Transfer Notice") to the Company specifying:

(a) the number of Shares which he wishes to transfer ("the Sale Shares");

(b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee (the "Proposed Transferee");

(c) the price (in cash) at which the Sale Shares are to be transferred (which, if no cash price is agreed between the Seller and the Board, will be deemed to be the higher of (i) the Fair Value of the Sale Shares less, in the case of any Shareholder who is an Employee, the Discount and (ii) the Subscription Price of the Sale Shares ("the Transfer Price")); and

(d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to the Company and/or Shareholders ("a Minimum Transfer Condition").

(3) Upon receipt of a Transfer Notice the Directors will notify the Seller if the Proposed Transferee is approved by the Board. If the Proposed Transferee is not approved by the Board the Seller may withdraw and resubmit the Transfer Notice with a different Proposed Transferee.

(4) Other than as permitted by Article 37(3), except with the written consent of all the Directors no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

(5) A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

(6) As soon as practicable following the later of:

(a) receipt of a Transfer Notice; and

(b) in the case where the Transfer Price has not been specified (because it has not been agreed between the Seller and the Board) or the Transfer Notice is deemed to have been served, the determination of the Transfer Price,

the Board shall offer the Sale Shares for sale to the Company.

(7) The Company shall (subject to having sufficient distributable reserves and the necessary shareholder resolutions being passed in compliance with the Act) have the right, exercisable within twenty Business Days of the later of (i) the date of the Transfer Notice and (ii) the date the Transfer Price is determined, to acquire such number of the Sale Shares as the Board shall determine at the Transfer Price Provided that if the Company does not wish to acquire all of the Sale Shares and the Transfer Notice in question contains a Minimum Transfer Condition such acquisition shall be dependent on Shareholders being found pursuant to Articles 37 (8) to 37(10) to acquire the balance of the Sale Shares.

(8) If the Company does not wish to purchase all of the Sale Shares as aforesaid, the remaining Sale Shares will within five Business Days after the expiry (or waiver by the Company) of such twenty Business Day period be offered by the Board for sale to the Shareholders on the basis set out in Article 37(9). Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

(9) Transfers: First Offer

(a) Subject to the provisions of Articles 37(7), the Board shall offer any available Sale Shares to all Shareholders other than the Seller ("the Continuing Shareholders ") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) ("the First Offer Period ") for the maximum number of Sale Shares they wish to buy at the Transfer Price.

(b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Articles 37(9) and 37(10) will be conditional on the fulfilment of the Minimum Transfer Condition.

(c) If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of available Sale Shares, the Board shall allocate the available Sale Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

(d) If not all Sale Shares are allocated in accordance with Article 37(9)(c) but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Article 37(9)(c).

(e) If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of available Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance ("the Initial Surplus Shares") will be dealt with in accordance with Article (37)10.

#### (10) Transfers: Second Offer

(a) At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) ("the Second Offer Period") for the maximum number of the Initial Surplus Shares they wish to buy.

(b) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied during the Second Offer Period for Initial Surplus Shares but no allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

(c) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications and the balance ("the Second Surplus Shares") will be offered to any other person in accordance with Article 37(11)(e).

#### (11) Completion of transfer of Sale Shares

(a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Articles 37(7), 37(9) and 37(10) stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

(b) If :

(i) the Transfer Notice does not include a Minimum Transfer Condition; or

(ii) allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under Articles 37(9) and 37(10), give written notice of allocation ("an Allocation Notice") to the Seller and the Company and (if relevant) each Shareholder to whom Sale Shares have been allocated ("an Applicant") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

(c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price (which the Company and (if relevant) each Applicant must pay without set-off), transfer the Sale Shares in accordance with the requirements specified in it. Furthermore, the Seller must enter into such other documents as are required by the Act and are reasonably requested by the Board in connection with the acquisition of Sale Shares by the Company.



- (d) If the Seller fails to comply with the provisions of Article 37(11)(c):
- (i) the Chairman of the company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
    - (1) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Company and/or the Applicants; and
    - (2)(subject to the transfer being duly stamped) update the register of Shareholders; and
  - (ii) the Company may receive the Transfer Price (and give a good discharge for it) and 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 to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).
- (e) If an Allocation Notice does not relate to all the Sale Shares then the Seller may within eight weeks after service of the Allocation Notice, transfer the Second Surplus Shares to the Proposed Transferee at a price at least equal to the Transfer Price provided that the sale of the Second Surplus Shares shall continue to be subject to any Minimum Transfer Condition.

(12) Waiver of restrictions - The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of the holders of 75% of the Shares held by Shareholders who, but for the waiver, would or might have been entitled to have such Shares offered to them in accordance with this Article.

### **38. - Valuation of Shares**

- (1) If a Transfer Notice does not specify an agreed Transfer Price (because it has not been agreed between the Seller and the Board) or if a Transfer Notice is deemed to have been served (and no price can be agreed between the Seller and the Board) then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board shall either:
- (a) appoint the Expert Valuers to certify the Fair Value of the Sale Shares; or
  - (b) (if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- (2) The "Fair Value" of the Sale Shares shall be determined by the Expert Valuers on the following assumptions and bases:-
- (a) valuing the Sale Shares as on an arm's length sale between a willing seller and a willing buyer;
  - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - (c) that the Sale Shares are capable of being transferred without restriction;
  - (d) valuing the Sale Shares as a ratable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or any entry premium; and
  - (e) reflect any other factors which the Expert Valuers reasonably believe should be taken into account.

(3) If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.

(4) The Expert Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.

(5) The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).

(6) The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.

(7) The Expert Valuers shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within 5 Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.

(8) The cost of obtaining the certificate shall be paid as to 50% by the Company and as to 50% by the Seller unless:

(a) the Seller cancels the Company's authority to sell; or

(b) the Fair Value certified by the Expert Valuers (less any applicable Discount) is less than the Transfer Price proposed by the directors to the Seller in respect of the Sale Shares before the Expert Valuer was instructed,

in which case the Seller shall bear the cost.

### **39 - Compulsory Transfers - General**

(1) A person entitled to a Share in consequence of the incapacity, bankruptcy or death of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.

(2) If a Shareholder which is a company either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder save to the extent that, and at a time, the Directors may determine.

(3) If there is a change in control (as control was defined in section 840 of ICTA) of any Shareholder which is a company, it shall be bound at any time, to give notice of such fact to the Company and thereafter if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names.

### **40 - Compulsory Transfer - Employees**

(1) If any Employee (other than the Founder) ceases for any reason to be an Employee he shall be deemed to have given a Transfer Notice in respect of all the Employee Shares on the Effective Termination Date. In such circumstances the Transfer Price shall be as follows:

(a) where the relevant Employee ceases to be an Employee by reason of being a Good Leaver, the higher of (i) the Subscription Price of the Employee Shares and (ii) the Fair Value of the Employee Shares less the Discount; and

(b) where the relevant Employee ceases to be an Employee by reason of being a Bad Leaver, the Fair Value of the Employee Shares less the Discount (provided that the Transfer Price shall not be less than the Subscription Price of the Employee Shares unless the Fair Value of the Employee Shares (ignoring any Discount) is less than the Subscription Price of the Employee Shares in which case the Transfer Price shall be the Fair Value of the Employee Shares).

As per the definition of "Discount", the discount applicable to Bad Leavers shall be greater than the discount applicable to Good Leavers.

(2) All voting rights attached to Employee Shares held by an Employee ("the Restricted Member"), if any, shall at the time he ceases to be an Employee be suspended unless the Board notify him otherwise.

(3) Any Employee Shares whose voting rights are suspended pursuant to Article 40(2) ("Restricted Shares") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy. If a Restricted Member transfers any Restricted Shares in the Company in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of shareholders) automatically be restored.

#### **41 - Mandatory Offer on a Change of Control**

(1) Except in the case of transfers pursuant to Articles 39 and 40, after going through the pre-emption procedure in Article 37, the provisions of Article 41(2) will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares ("the Proposed Transfer") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring in excess of 50% of the Shares.

(2) A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer ("the Offer") to the other Shareholders to acquire all of the Shares for consideration equal to the highest price per Share offered or paid by the Proposed Purchaser.

(3) The Offer must be given by written notice ("a Proposed Sale Notice") at least 10 Business Days ("the Offer Period") prior to the proposed sale date ("Proposed Sale Date"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser ("the Proposed Sale Shares").

(4) If any other holder of Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.

(5) If the Offer is accepted by any Shareholder ("an Accepting Shareholder") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.

(6) The Proposed Transfer is subject to the pre-emption provisions of Article 37 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 37.  
Exercise of transmittes' rights

#### **42 - Drag-Along**

(1) If the holders of in excess of 50% of the Shares ("the Selling Shareholders") wish to transfer all their interest in Shares ("the Sellers' Shares") to a Proposed Purchaser, the Selling Shareholders shall have the option ("the Drag Along Option ") to require all the other holders of Shares ("the Called Shareholders ") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article.

(2) The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect ("a Drag Along Notice ") to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("the Called Shares") under this Article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer.

(3) Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

(4) The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be the highest price per Share offered by the Proposed Purchaser to the Selling Shareholders.

(5) No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

(6) Within five Business Days of the Proposed Purchaser serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company. On the expiration of that five Business Day period, the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Article 42(4) to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 42(4) in trust for the Called Shareholders without any obligation to pay interest.

(7) To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the price due pursuant to Article 42(6), the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 42 in respect of their Shares.

(8) If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee( s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, put the Company in funds to pay the price for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable

indemnity) to the Company. On surrender, he shall be entitled to the amount due to him under Article 42(4).

(9) Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 37.

(10) On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company ("a New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article 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.

**43.—**(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

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

#### **Transmittees bound by prior notices**

**44.** If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 43 has been entered in the register of members.

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **Procedure for declaring dividends**

**45.—**(1) Subject to the articles, the company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(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.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(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.

(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.

(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.

(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.

## **Payment of dividends and other distributions**

**46.**—(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 in writing;
- (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 in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

(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 otherwise by operation of law, the transmittee.

## **No interest on distributions**

**47.** 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.

## **Unclaimed distributions**

**48.**—(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.

(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.

(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.

## **Non-cash distributions**

**49.**—(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).

(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.

## **Waiver of distributions**

**50.** 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**

### **Authority to capitalise and appropriation of capitalised sums**

**51.**—(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.

(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.

(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.

(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.

(5) Subject to the articles the directors may—

- (a) apply capitalised sums in accordance with paragraphs (3) and (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**

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

- 52.**—(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.
- (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.

- (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.
- (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.
- (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.

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

- 53.** (1) No business shall be transacted at a general meeting unless the shareholders attending it constitute a quorum at the time when the meeting proceeds to business and remains present during the transaction of business.
- (2) Two persons entitled to vote upon the business to be transacted, each being a shareholder or a proxy for a shareholder shall be a quorum provided that at least one such person is an Ordinary Shareholder (or a proxy of such shareholder).

#### **Chairing general meetings**

- 54.**—(1) The chairman of the board of directors shall chair general meetings.
- (2) If the chairman of the board of directors is not present at any general meeting the shareholder who appointed him shall be entitled to 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.



(3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

### **Attendance and speaking by directors and non-shareholders**

**55.**—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(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.

### **Adjournment**

**56.**—(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.

(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.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

(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.

(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.

(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**

### **Voting: general**

**57.** 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.

### **Errors and disputes**

**58.—**(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.

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

### **Poll votes**

**59.—**(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.

(2) A poll may be demanded by—

- (a) an individual who is a member of the company,
- (b) a person authorised under section 323 of the Companies Act 2006 (representation of corporations at meetings) to act as the representative of a corporation in relation to the meeting, or
- (c) a person appointed as proxy of a member in relation to the meeting.

(3) A poll may not be demanded at a general meeting on the question of—

- (a) the election of the chairman of the meeting, or
- (b) the adjournment of the meeting.

(4) 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.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

(5) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **Content of proxy notices**

**60.—**(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.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(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.

(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.

### **Delivery of proxy notices**

**61.—**(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.

(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.

(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.

(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.

### **Amendments to resolutions**

**62.—**(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.

(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.

(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.

### **Written Resolutions**

**63.** (1) Subject to the Companies Act 2006, a written resolution proposed and approved in accordance with the Companies Act 2006 by:

- (a) a simple majority in the case of an ordinary resolution, and
- (b) at least 75% in the case of a special resolution,

In each case of the holders of all the issued share shares entitled to vote on the matter is as valid and effective for all purposes as a resolution passed at a general meeting duly convened and held.

(2) A written resolution may consist of several documents in the like form, each executed by or on behalf of one or more persons.

(3) In the case of a corporation the resolution may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly appointed authorised representative.

### **Shareholder Consent**

**64.** (1) Where these Articles provides that any particular transaction or matter requires Shareholder Consent, that consent may be given subject to any terms and conditions as the relevant Shareholder (or Shareholders) may impose and any breach of those terms and conditions by any person subject to it will be deemed to be a breach of these Articles.

(2) for the avoidance of any doubt, any Shareholder may count towards Shareholder Consent, irrespective of whether a Shareholder is interested or involved in any way in the matter in question.

(3) If Shareholder Consent or the consent, approval or agreement of a Shareholder is required under more than one provision of these Articles for any one transaction or matter, any consent, approval or agreement given in relation to that transaction or matter by the Shareholders or Shareholder concerned, will be deemed to cover all consents, approvals or agreements required for that transaction or matter unless otherwise specified by the Shareholder or Shareholders concerned.

### **Class Meetings**

**65.** Except as otherwise provided by these articles, and except where there is only one holder of shares of a class, the provisions of these articles relating to general meetings shall apply, with necessary modifications, to any meeting of the holders of shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of that class.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **Means of communication to be used**

**66.—**(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.

(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.

(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.

## **Company seals**

- 67.**—(1) Any common seal may only be used by the authority of the directors.  
(2) The directors may decide by what means and in what form any common seal is to be used.  
(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.  
(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.

## **No right to inspect accounts and other records**

**68.** 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.

## **Provision for employees on cessation of business**

**69.** Subject to the Companies Act 2006, 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**

## **Indemnity**

- 70.**—(1) Subject to paragraph (2), but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, a relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties for the company or an associated company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's affairs or those of an associated company.  
(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.  
(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 officer" means any director or other officer or former director or other officer of the company or an associated company or any company that is a trustee of an

occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) other than any person (whether an officer of the company or not) engaged by the company as auditor to the extent that he is acting in his capacity as an auditor.

## **Insurance**

**71.—**(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.

(2) In this article—

(a) a “relevant officer” means any director or other officer or former director or other officer of the company or an associated company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) other than any person (whether an officer of the company or not) engaged by the company as auditor to the extent that he is acting in his capacity as an auditor,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer 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.